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Batashvili, and a number of related entities (collectively, "TMTE Parties"). On October 5, 2020, this Court entered its Order [Docket No. 148], continuing the hearing on the preliminary injunction to October 27, 2020 and ordering that the SRO remain in full effect until the hearing date.

On October 14, 2020, the plaintiffs and the *entity* defendants named as defendants herein jointly filed the Consent Order of Preliminary Injunction and other Equitable Relief Against TMTE, Inc. a/k/a/ Metals.com, Chase Metals, Inc., Chase Metals, LLC, Barrick Capital, Inc., and Relief Defendant Tower Equity, LLC, which was adopted by this Court on the same date [Docket No. 164]. In addition, on October 14, 2020, the plaintiffs and the *individual* defendants, Lucas Asher and Simon Batashvili, named as defendants herein, jointly filed the Consent Order of Preliminary Injunction and Other Equitable Relief Against Defendants Lucas Thomas Erb a/k/a Lucas Asher a/k/a Luke Asher and Simon Batashvili, which was adopted by the District Court on the same date [Docket No. 165]. Among other things, these orders have collectively stayed all pending actions involving any of the TMTE Parties.

As of the date this receivership commenced, September 22, 2020, the Law Offices of Daniel B. Spitzer ("**LODBS**") was representing the TMTE Parties in nine separate legal matters, all of which had significant unpaid balances owing, in a collective sum exceeding \$200,000.00.

As set forth more fully in the Declaration of Daniel B. Spitzer ("**Spitzer**") accompanying this Objection, LODBS had undertaken representation of the TMTE Parties commencing in September 2017 under a Retainer Agreement dated September 5, 2017. Later, the TMTE Parties executed two additional Retainer Agreements, both on January 25, 2019. Spitzer, ¶¶3-4 and Exhibits A, B and C thereto. Each Retainer Agreement provides, in bold print, as follows:

The legal services to be provided by Attorney to Client are for representation in connection with general business and litigation matters as they may arise from time to time. Client understands and agrees that services rendered by Attorney to Client in connection with any other matter shall be governed by the terms of this Retainer Agreement, whether or not a new agreement is entered into in connection with such other representation or matter.

(Emphasis in original). From September 2017 until the filing of this suit, LODBS continued to

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render legal services in a variety of different legal matters to the defendants. In accordance with its standard billing procedures, LODBS provided invoices to the defendants on a monthly basis. After the filing of this action, LODBS has provided invoices to the Receiver on a monthly basis, as well. These invoices are provided as exhibits to the Spitzer declaration, and demonstrate that the following amounts were due, owing and unpaid:

Matter Title	Amount
Chase Metals vs. Benavidez, et al., Los Angeles County Superior Court Case No. BC and related cross-claims	\$132,581.93
TMTE General Business Matters	\$9,083.61
Chase Metals adv. Dan Alway, Los Angeles County Superior Court Case No and related cross-claims	\$7,235.43
TMTE, Inc. vs. Mark Benavidez, et al, Los Angeles County Superior Court Case No.	\$9,525.23
TMTE, Inc. vs. Kirkpatrick, ADR Services Arbitration Case No.	\$35,380.37
TMTE, Inc. vs. Alexander Spellane, Los Angeles County Superior Court Case No and related cross-claims	\$18,924.49
TMTE, Inc. vs. Batchelor, ADR Services Arbitration Case No.	\$4,586.43
TMTE, Inc. vs. Henderson, ADR Services Arbitration Case No.	\$2,967.83
TMTE, Inc. vs. Herr, ADR Services Arbitration Case No.	\$2,631.54
TOTAL	\$222,916.86 ¹

In his Report, the Receiver contends that LODBS has not provided sufficient information to justify his claim and that his claim should be subordinated. Both of these claims are spurious and must be rejected by this court.

II. ARGUMENT

A. The Receiver's Overall Methodology for Analysis of the Claims is Flawed. The Receiver and his valuation "expert" have made certain assumptions in their calculation of the

¹ This sum is higher than the sum claimed in the LODBS Claim on file with the Receiver, because the billing system is automatically programmed to add a late charge each month.

1. Lack of Jurisdiction Under Commodities Exchange Act. From the outset of this litigation, the Receiver and plaintiffs have contended that the Commodities Exchange Act, 7 USC §1 et seq. ("CEA"), applies to this case. LODBS respectfully submits, however, that the transactions involved in this case involve an exception to coverage by the CEA, since the contracts of sale involved herein are believed to result in "actual delivery within 28 days..." 7 USC §2(c)(2)(D)(ii)(III)(aa).

The standard-form contract used by TMTE, Inc. formerly known as Chase Metals ("CM") in connection with its sales of precious metals products provides in relevant part:

CM shall deliver the Precious Metals specified in Customer's order to a suitable delivery service for delivery to Customer no more than twenty-eight days after CM verifies that the Purchase Funds provided are backed by good funds. ...

There is no evidence before the Court to demonstrate that the individuals who purchased precious metals products should be excluded from this exception. LODBS was informed that those who purchased precious metals products either took physical possession of those products, or stored them in a depository, within 28 days after placing the customer orders. Spitzer, ¶18 and Exhibit M thereto. The fact that these customers had physical control over these products – which is undisputed – and were able to sell them should raise at the very least a red flag as to whether this entire lawsuit is founded on a misapprehension of the coverage of the CEA.

2. The Valuation Methodology Fails to Take into Account Amounts Received by Customers Who Sold Their Precious Metals or Still Retain Possession thereof. The Receiver's valuation expert fails to consider the individual characteristics of each investor, instead imposing a "one-size-fits-all" analysis of the customer claims.

The Receiver's claims methodology is set out in the Appendix [Docket No. 291]. The Receiver circulated a questionnaire that does not even ask whether the customer sold or disposed of the precious metals! Appendix, Ex. A. Clearly the dollar amount salvaged by investors is a relevant

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factor that should have been taken into account in assessing the value of each customer claim. The Sample Worksheet and Receiver's Letter [Appendix, Ex. D] similarly do not take into account, in any way, sales of precious metals or other dispositions for which the customers received valuable consideration (which would include, presumably, charitable gifts for which a tax deduction was taken). The Receiver's Sample Letter makes the point even clearer. The Receiver's valuation is not based on the spread between what was actually paid and the melt value of the precious metals on the date of purchase; instead, the Receiver has based his valuation on the amount paid, as compared to the melt value of the precious metals on the date this lawsuit was filed.² The Receiver summarizes the methodology as follows:

11. With respect to each metals claim, the Receiver compared the fair market value of the metals as of September 22, 2020 with the amount paid by the investor to determine the difference, if any. The total difference between the amount paid by the investor to the Defendants for the metals and the fair market value of the metals on September 22, 2020 formed the basis of the Receiver's recommendation for the investor's claim. For instance, if an investor purchased 100 Silver Canadian Polar Bear ½ oz coins for \$26.00 each and paid a total of \$2.600 to the Defendants, the Receiver compared this amount to the fair market value of the Silver Canadian Polar Bear ½ oz coin on September 22, 2020, which was \$12.15. The Receiver calculated the difference between the amount paid (\$26 per coin) and the fair market value of the coin (\$12.15) to be \$13.85. Using this amount (\$13.85) and multiplying it by the total number of coins purchased (100), the Receiver calculated the claim at \$1.385.00.

Receiver's Claims Report [Docket No. 290], pp. 4-5 at ¶11.

The flaws in this methodology are even more apparent when considering those customers who have *not* sold or disposed of their precious metals products. As to those customers, the

² The Receiver and his expert has based all of the valuations on the "melt" value of the precious metals involved. The logic behind this methodology cannot be sustained. Consider, for example, a work of fiction. By the Receiver's logic, the value of the work is limited to the cost of paper, glue and ink, and no value is to be assigned to the effort involved in producing the book or to the finished work of fiction itself. Similarly, with an example closer to the facts of this case, the value of jewelry is not limited to the value of the precious metals from which jewelry is fashioned. In addition, the Receiver's valuation fails to take into account the added value associated with "collectible" items. Reducing the value of vintage baseball cards, Tiffany lamps, Lalique crystal and thousands of other collectibles to their constituent elements clearly belies their value.

Receiver proposes to pay their claims, using the above valuation methodology, and allow the customers to retain their precious metals products.

These flaws are particularly egregious when considering that the Receiver is proposing to give the "investor" class absolute priority over all other creditor claimants. By comparison to what would happen in a Chapter 7 bankruptcy proceeding, the order would be reversed, with the class of creditors given absolute priority and the class of "investors," analogous to equity security holders, would be the last in line to be paid. 11 USC §§507, 726. In effect, the Receiver's valuation methodology proposes to give the "investor" class a windfall, by permitting them to enjoy the monetary benefits derived from their precious metals holdings and receive a handsome payout to boot, all the while stiffing other creditor claimants. This Court, in an equitable proceeding, should prevent this miscarriage of equity from taking place.

B. The Receiver Has Shown No Grounds for Subordination of Creditor Claims Like That of LODBS. The Receiver's proposed disposition of the LODBS Claim is "Disallow and Subordinate for Insufficient Information." As above, the Receiver has been receiving copies of billing invoices on a monthly basis since October 2020. At no point has the Receiver asked for more detail. LODBS respectfully submits that any dearth of information has been cured with the Spitzer declaration and accompanying exhibits.

The Receiver argues, in effect, that because the entire enterprise operated by the defendants was allegedly tainted by fraud, anyone who rendered services to them should have his or her claim subordinated to the claims of the "investor" class. LODBS has already noted the deficiencies in valuation methodology utilized by the Receiver above. The practical impact of these deficiencies is to deprive the creditor class of any possibility of ever having their claims satisfied, a result which would be wholly inequitable.

In the case of LODBS, as the exhibits to the Spitzer declaration attest, legal services were rendered in litigated matters over a period of nearly three years prior to the commencement of this lawsuit and imposition of a stay. At no point was Spitzer aware, or made aware, of any

fraudulent activity on the part of defendants. LODBS litigated cases, effected settlements, and did nothing more and nothing less than provide legal representation.

In <u>Warfield v. Byron</u>, 436 F.3d 551 (5th Cir. 2006), cited by the Receiver in support of his subordination argument as pertaining to claims asserted by defendants' employees, the Court of Appeal considered an appeal by two investors in a Ponzi scheme who had been sued by a receiver for fraudulent transfers because they received significantly more from the fund than they had invested. The two investors, Littlewood and Johnson, had played a continuing active role in attracting new investors to the Ponzi scheme, in spite of significant warning signs, including an injunction obtained by the SEC. <u>Warfield</u>, 436 F.3d at 555.

The factual situation of LODBS is radically different. LODBS was hired to provide legal representation on behalf of TMTE. LODBS had nothing to do with sales of precious metals and certainly had no knowledge of, or participation in, any fraudulent activity. In fact, in the matters in which LODBS was actively involved, there were clear indications that TMTE and its salespeople had gone to great lengths to insure that all sales of precious metals products were carefully supervised, requiring both online confirmation and a recorded telephone confirmation with each purchaser of precious metals products. Spitzer, ¶18-20. There are no grounds, equitable or legal, which would justify "subordinating" the claim of LODBS. Indeed, significantly, other cases involving legal services have expressly found Warfield inapplicable. In U.S. Commodity Futures Trading Commission v. WeCorp, Inc., 848 F.Supp. 1195 (2012), an attorney who had unwittingly provided certain legal services for a foreign exchange Ponzi scheme was sued for fraudulent transfers. The WeCorp Court found that the attorney, Dubin, had "a legitimate claim to the retainer funds" based on services actually rendered to the corporation. Id. at 1202-03.

In the Receiver's Report [Docket 290], the Receiver argues that "the Receiver believes the operations of the Defendants and Relief Defendant were fraudulent. Accordingly, the Receiver contends any monies or compensation paid to employees are recoverable as fraudulent conveyances." On that thin reed, the Receiver premises his entire argument for subordination of the claims of

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employees and of LODBS.³ The Receiver has thus arrogated to himself the right to be prosecutor, judge and executioner on a claim of alleged fraudulent conveyance which has not even been formally alleged. Clearly, the Receiver fails to afford to LODBS the due process required in order to deprive it of its right to a claim for services rendered.

LODBS has demonstrated that it provided hundreds of hours of legal services over a period of three years, and that the fees it earned were provided in the good faith belief that TMTE was not engaged in fraudulent activity. Spitzer, ¶18-20. Clearly, based on the invoices produced herein, there was reasonably equivalent value provided to TMTE. As such, there cannot be any good grounds for subordinating the claim of LODBS to those of the metals and non-metals claimants. LODBS's claim deserves to be treated *in pari passu* with those claims of the other creditors who were allegedly duped by TMTE.

III. CONCLUSION

Based on the foregoing, Spitzer requests that the Receiver's recommendation regarding the LODBS claim be rejected, that the claim be allowed in full, and that the LODBS claim be ordered to share equally in the first tier of claimants.

Respectfully submitted,

DATED: September 28, 2021

Daniel B. Spitzer, In Pro Per

³ Notably, the LODBS claim is apparently subsumed within the Receiver's argument concerning the employee claims and is afforded no separate treatment.

DECLARATION OF DANIEL B. SPITZER

I, DANIEL B. SPITZER, hereby declare:

I am an attorney at law duly licensed to practice before all courts of the State of California, all District Courts in the State of California, the Ninth Circuit, and the Supreme Court of the United States. In this proceeding, I am appearing in propria persona, representing myself as the sole proprietor of my law firm, the Law Offices of Daniel B. Spitzer ("LODBS").

- 2. The facts set forth in this declaration are based either on my own personal knowledge, documents in the public record, or business records established and maintained by my law office, which records: (a) are established at or about the time of the events and transactions recorded therein; (b) are relied upon for their trustworthiness and accuracy in the operation of my law practice; and (c) are established and maintained under my direct supervision and control. If called as a witness, I could and would testify competently as to these facts.
- 3. I undertook representation of TMTE, Inc., formerly known as Chase Metals, Inc., Lucas Asher, Simon Batashvili, and a number of related entities (collectively, "TMTE Parties") in September 2017. At that time, I was asked to represent an entity called Chasing Gold, Inc., a Delaware corporation (which, I am informed, is no longer active and is not involved in this proceeding) in defense of a claim asserted by a customer named Merle W. Crouch. A written Retainer Agreement dated September 5, 2017 was entered into to facilitate that representation, a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by this reference.
- 4. Subsequently, in or about January 2019, I was asked to expand the scope of my representation to other matters in which the TMTE Parties were named as parties. At that time, I prepared two retainer agreements, one for litigation involving a company called Instribution, LLC, a Delaware limited liability company now known as Revo, LLC ("Revo") and one for a number of litigated matters involving the TMTE Parties. Copies of these two Retainer Agreements, as executed on or about January 25, 2019, are attached respectively

as Exhibit B and Exhibit C hereto and incorporated herein by this reference.

5. Each of the retainer agreements (Exhibits A, B and C) provides, in bold print, as follows:

The legal services to be provided by Attorney to Client are for representation in connection with general business and litigation matters as they may arise from time to time. Client understands and agrees that services rendered by Attorney to Client in connection with any other matter shall be governed by the terms of this Retainer Agreement, whether or not a new agreement is entered into in connection with such other representation or matter.

(Emphasis in original). All of the matters in which my law office rendered legal services for any of the TMTE Parties were therefore subject to the terms of these Retainer Agreements, and Exhibit C in particular.

- My standard practice is to provide my clients with invoices on a monthly basis. The format of our invoices is to list down the date services were rendered; a description of the services rendered (broken out by tenths of an hour); the hourly rate (\$450.00 during the entire period of representation); the extension, showing the total amount for each line item; cost items; prior payments; and balance due. My law office's invoices generally go out to clients between the 20th and 25th day of the month after the month in which services are rendered. For example, my law office's invoices for services rendered during January 2021 were sent to clients on February 23, 2021; the invoices for services rendered during February 2021 were sent to clients on March 24, 2021; and so on. From in or about 1995 until December 2019, my law office had used various versions of Sage Timeslips as our billing program. Commencing in December 2019, we transitioned over to the use of a billing program called Tabs3. As a result, the appearance of the invoices changed after December 2019.
- 7. As of September 22, 2020, my law office was continuing to represent the TMTE Parties in nine separate matters:
 - a. <u>Chase Metals, Inc., etc., vs. Mark Benavides, etc., et al.</u>, Los Angeles County Superior Court Case No. BC709355, and related cross-claims ("Benavides Action").
 The Benavides Action had originally been brought to stop a group of former

- employees from competing unfairly with Chase Metals, using confidential customer lists and other trade secrets obtained during their employment. The employee group counter-claimed, as a putative class action, for wage and hour claims.
- b. TMTE General Business Matters ("TMTE-General"). Miscellaneous general business matters arose from time to time and my law office was engaged to handle them. In a number of instances, the time billed to this file later resulted in the opening of a litigation file.
- Chase Metals, Inc., a California foreign corporation; Lucas Asher; Graham Norris; Simon Batashvili, et al., Los Angeles County Case No. BC720250, consolidated with Chase Metals, Inc. vs. Dan Alway, an individual: Alway Talent Transformation LLC. an unknown business entity, et al., Los Angeles County Superior Court Case No. BC719773 ("Alway Action"). The Alway Action arose out of claims by a former executive employee for breach of contract. The TMTE Parties counter-claimed for breach of contract and to prevent the use of trade secrets in a competing business.
- d. TMTE. Inc., etc. vs. Mark Benavidez, etc., et al., Los Angeles County Superior Court Case No. 19 SMCV 00263 ("Benavidez Action"). This litigation involved the same employee group involved in the Benavides Action which, in collaboration with others, had formed a new company to compete with TMTE, using confidential information and trade secrets and literally copying the TMTE promotional materials and website. The Benavidez Action resulted in issuance of an injunction to prevent these unfair business practices.
- e. <u>TMTE. Inc. vs. Richard Kirkpatrick</u>, and related cross-claim, ADR Services, Inc. Case No. ADRS 19-0172, and related cross-claim ("Kirkpatrick Arbitration"). Kirkpatrick was a former customer who alleged fraud in the inducement.
- f. TMTE, Inc. vs. Alexander Spellane, etc., et al., Los Angeles County Superior Court

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Case No. 19STCV06787 and related cross-claims ("Spellane Action"). Spellane was
a former employee who was sued to prevent him from making use of stolen trade
secrets and confidential information.

- Jeff Batchelor vs. TMTE, Inc., Case No. ADR Services, Inc. Case No. ADRS 20-2502-JAC ("Batchelor Arbitration"). Batchelor was a former customer who claimed unfair business practices by TMTE. This case was commenced in August 2020 and was in very preliminary stages of the arbitration when this receivership action and its attendant stay were filed on September 22, 2020.
- h. Walter Henderson vs. TMTE. Inc., ADR Services, Inc. Case No. Case No. ADRS 20-4128-GSR ("Henderson Arbitration"). Henderson was a former customer who claimed unfair business practices by TMTE. Henderson's claim had been filed in August 2020 and was in very preliminary stages of the arbitration when this receivership action and its attendant stay were filed on September 22, 2020.
- i. <u>James Herr vs. TMTE. Inc., etc., et al.</u>, ADR Services, Inc. Case No. ADRS Inquiry No. 2373 ("Herr Arbitration"). This case had been filed at the end of August 2020 and had not yet even resulted in a case number (only an "inquiry" number) before the receivership action was filed on September 22, 2020.
- Attached as **Exhibit D** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Benavides Action**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
 - Attached as **Exhibit E** hereto and incorporated herein by this reference is a true and correct copy of all invoices for **TMTE-General**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- Attached as **Exhibit F** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Alway Action**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.

- 11. Attached as **Exhibit G** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Benavidez Action**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 12. Attached as **Exhibit H** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Kirkpatrick Arbitration**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 13. Attached as **Exhibit I** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Spellane Action**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 14. Attached as **Exhibit J** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Batchelor Arbitration**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 15. Attached as **Exhibit K** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Henderson Arbitration**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 16. Attached as **Exhibit L** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the **Herr Arbitration**, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 17. Attached as **Exhibit M** hereto and incorporated herein by this reference is a true and correct copy of all invoices for the Benavides Action, from its commencement until October 2020, which includes the period up to and including the commencement of this receivership case.
- 18. During the course of litigating on behalf of the TMTE Parties, I had occasion to interview a number of TMTE salespeople concerning the process of generating sales of precious metals

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products. I was informed that the company routinely recorded sales calls, and I was provided tape recordings of certain sales calls which were germane to some of the cases I was handling. I was also informed that the company uses a standard-form contract, the Shipping and Transaction Agreement, which the salespeople referred to as the "SNT." In fact, at one point in 2019, I had one of the salespeople actually open a customer order in my name with a Shipping and Transaction Agreement so that I could see for myself the process required of a customer to enter personal information and electronically sign the document using a service called "Pandadocs." A true and correct copy of the Shipping and Transaction Agreement I set up on May 7, 2019 is attached as Exhibit M hereto and incorporated herein by this reference. I note that paragraph 1 of the Shipping and Transaction Agreement, the standardform agreement, contemplates that the delivery of the precious metals products would be made within 28 days, either to the customer or to a precious metals depository in the customer's own name. In one specific instance, involving customer Merle Crouch, the first case I handled on behalf of the TMTE Parties, part of our settlement agreement involved the depository shipping to my office the items Mr. Crouch had purchased, which I was informed had been held in a segregated manner from products purchased by other customers.

In at least two cases, I was also furnished with access to the email accounts of salespeople and investigated their communications with the customers who had lodged complaints. I noted that there were no high-pressure sales tactics in evidence; that the communications with customers sometimes spanned several weeks before a sale was made; and that there were no misrepresentations made by any of the salespeople. I was finally informed that, prior to consummating a sale, the customer had to go through a two-step process, which involved confirming the sale online, followed by a recorded telephone conversation in which a senior member of the sales staff, following a prescribed script, recited the details of the transaction and then polled the customer with a series of questions to confirm the details of the sales transaction; to indicate that the customer was acting of his or her own free will, with no

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- coercion; and to confirm that the customer had had ample time to conduct investigations and confer with trusted professionals, among other questions.
- 20. In short, I was never aware of any fraudulent conduct committed by the TMTE Parties and would have immediately terminated the representation had I believed that the company or its principals were involved in any unlawful or unfair business practices. My law office rendered hundreds of hours of legal representation based on that good-faith belief. I will also note that the practice of the TMTE Parties with particular respect to customers was always to try to settle the claims, and not litigate them.
 - I became aware of the pendency of this suit several days after it was filed, after reading a Wall Street Journal article giving sketchy details of the case. After tracking down the case filing information, I downloaded the case docket from Pacer and contacted the trustee's counsel, Peter Lewis. Mr. Lewis and I have had a number of emailed communications since the filing of the case. Each month, when I generated my law office's bills, I would dutifully send a copy of the invoices to Mr. Lewis. Neither he nor anyone from the Receiver's office has ever asked me for any additional information, copies of our retainer agreements or historical invoices generated during my representation of the TMTE Parties. When I submitted a proof of claim on behalf of my law office, I therefore attached only the current billings. In the Receiver's Claims Report [Docket No. 290] and its accompanying appendix [Docket No. 291], the Receiver's recommendation regarding my claim, for a total of \$213,413.00, was to "Disallow and Subordinate for Insufficient Information." I respectfully submit that the information provided in Exhibits A through L ought to be sufficient to demonstrate that my claim is based on services actually rendered to the clients, the TMTE Parties. As to subordination, there are no grounds present for subordinating my claim to those of "investors" who purchased precious metals products from TMTE. In my case, I rendered legal services to a client who retained me, and then left me holding a claim for more than \$200,000.00. While I acknowledge it would have been more prudent to cut the client

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 16 of 454 PageID 6007 off before the receivable was of this magnitude, that observation does not diminish the fact that I rendered valuable services in good faith. I declare under the laws of the United States that the foregoing is true and correct, and that this declaration is executed at Encino, California on September 28, 2021. Daniel B. Spitzer

EXHIBIT A

RETAINER AGREEMENT- HOURLY

I. RETAINER

Chasing Gold, Inc., a Delaware corporation doing business as Chase Gold ("Client") has this day retained the services of The Law Offices of Daniel B. Spitzer ("Attorney"), pursuant to the terms and conditions stated herein.

This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of those sections. [The full text of Business and Professions Code Section 6148 is reprinted at the end of this Retainer Agreement.]

II. LEGAL SERVICES TO BE PROVIDED

The legal services to be provided by Attorney to Client are for representation in connection with general business matters as they may arise from time to time and specifically, at present, in connection with lifting the default and defending the pending action known as Merle W. Crouch, etc. vs. Chase Gold, etc., et al., Los Angeles County Superior Court Case No. BC634306. Client understands and agrees that services rendered by Attorney to Client in connection with any other matter shall be governed by the terms of this Retainer Agreement, whether or not a new agreement is entered into in connection with such other representation or matter.

Attorney's representation of Client shall commence upon, and only upon, payment to Attorney of a retainer in the sum of \$6,000.00 ("Deposit Amount") to be applied against fees and costs incurred in connection with Attorney's representation. This sum shall be considered a true retainer. At all times, Client must maintain a balance in the sum of the Deposit Amount on deposit with Attorney, from which Attorney will pay his fees and costs, and Client will replenish upon billing. Failure to replenish this fee advance shall be grounds for termination of this Agreement. At the conclusion of the representation, the remaining deposit will be applied to the final statement, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full.

III. ATTORNEY FEE PROVISIONS

(a) The attorney fees for services are presently billed at an

hourly rate of \$450.00. The hourly rate for law clerks is \$175.00 per hour, and the hourly rate for paralegals is \$150.00. Attorney will charge increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charge for any particular activity will be two tenths of an hour.

- (b) Attorney shall devote its full professional responsibilities as counsel to all matters and accept the responsibility of enforcing all of Client's rights and remedies and protecting Client's interests. Attorney shall take those steps which in its opinion are reasonably necessary to enforce and protect those rights and interests or to research and investigate any areas of law which require legal advice to be rendered to client.
- (d) This fee does not include necessary out-of-pocket costs and expenses, such as service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. In the event that it becomes necessary to incur such costs, Client agrees to advance these costs upon request, or to reimburse Attorney. Attorney is not obligated to advance any costs whatsoever at any time.
- (e) Client agrees to deposit estimated court costs, including jury fees if applicable, subpoena fees, witness and expert fees into the Attorney Trust Account at least (20) twenty days in advance of the date set for any deposition, trial, arbitration, or other such proceeding.
- (f) Attorney may associate or employ counsel in its discretion and at any stage of any legal proceeding.
- (g) Client hereby gives a lien to Attorney on any matter as security for its fees and costs as advanced on Client's behalf. In entering into this agreement, Client acknowledges that Attorney has brought to Client's attention the provisions of Rule 3-300 of the State Bar Rules of Professional Conduct ("SBRPC"), and that Client has voluntarily entered into this transaction. Client acknowledges and understands that the terms of this agreement are fair and reasonable; that the Client has been advised, and given an opportunity, to confer with independent counsel; and that the Client has either done so, or has knowingly declined to do so.

Rule 3-300 provides as follows:

A member shall not enter into a business transaction with a client; or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

- (A) The transaction or acquisition and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and
- (B) The client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and
- (C) The client thereafter consents in writing to the terms of the transaction or the terms of the acquisition.
- (h) This agreement does not obligate Attorney to prepare, file or prosecute any appeal, including the filing of a notice of appeal, or to research appellate rights, remedies and alternatives or any legal issues relating to an appeal. A separate agreement shall be entered into between Attorney and Client if Attorney is to represent Client for any of these services.
- (i) If, while this agreement is in effect, Attorney increases its hourly rate being charged to clients generally for attorneys' fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client.
- (j) Attorney will send Client monthly statements indicating all attorneys fees and costs incurred, and their basis. Payment is to be mailed within 30 days of billing. Invoiced amounts which are not paid within thirty days after billing shall accrue interest at the rate of 1.5% per month until paid.
- (k) If a dispute arises between Attorney and Client regarding attorneys' fees and Attorney files suit in any court other than Small Claims Court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code Section 6200-6026, in which event Attorney must submit the matter to such arbitration.

IV. NO SETTLEMENT WITHOUT CONSENT

There shall be no settlement of any of Client's cases without Client's full and prior consent.

V. RESPONSIBILITIES OF ATTORNEY AND CLIENT

Attorney will perform the legal services called for under this agreement, keep Client informed of all progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; will keep Attorney currently informed of all developments and circumstances relating to all matters and lawsuits; will keep Attorney currently apprised of Client's addresses, telephone numbers, and whereabouts; and will timely make all payments required under this agreement.

VI. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- (a) The effective date of this agreement will be the date of last signature below. The agreement may be terminated by either party with or without cause on 30 days' written notice.
- (b) Client agrees that Attorney may withdraw as attorney of record in any pending lawsuit at any time upon giving reasonable notice. In the event Client wishes to either terminate this agreement or effect a substitution of attorney on all or any matters, Client agrees that such termination or substitution shall act prospectively and all outstanding fees and costs to Attorney shall be paid at the time of termination or substitution and that Attorney shall receive fair and just compensation out of any ultimate recovery for all cases Attorney may be handling as consideration for services performed. Immediately upon termination withdrawal, Client will promptly execute and return a Substitution of Attorney for all pending proceedings immediately upon receipt from Attorney. In addition, notwithstanding Client's discharge of Attorney, Client will remain obligated to pay Attorney the agreed rates for all services provided and to reimburse Attorney for all costs advanced. The obligation to pay Attorney's fees as charged is not dependent upon the determination of any court, arbitrator, or other adjudicatory body as to the amount of fees recoverable under contract or statute.
- (c) The circumstances under which the Rules of Professional Conduct of the State Bar of California permit Attorney's withdrawal include but are limited to the following: (a) the Client's consent, (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively, and (c) the Client's failure to pay attorneys fees or costs as required by this

agreement with the Attorney. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property.

VII. NO REPRESENTATION OF OUTCOME

Client acknowledges that Attorney has made no representations of any type as to what amount, if any, Client may recover in any case. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement or any pending case, or in connection with any advice which the Client seeks from Attorney, the Attorney cannot guarantee any particular result. Client acknowledges that the law is not an exact science and that Attorney has not made, cannot make, and will not make any promises or representations about the outcome or result of any matter, and that any opinion offered by Attorney in the future will not constitute any guarantee of a particular outcome.

VIII. SEVERABILITY

If any provision in this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision, and of the entire agreement, will be severable, and this agreement will remain in full force and effect.

IX. SUBSEQUENT MODIFICATION

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both Attorney and Client.

X. WARRANTY OF AUTHORITY

If signing on behalf of an entity or entities other than as an individual, by their execution of this agreement below, the persons who have signed represent and warrant that they are authorized and empowered by such entity or entities to enter into this agreement, to bind such entity or entities to it, and that all resolutions, if any are required, have been properly adopted by the appropriate Board of Directors of such entity or entities.

XI. POWER OF ATTORNEY

Client grants to Attorney the Client's power of attorney to execute all documents connected with the claim or matter for which Attorney is retained by this agreement, including pleadings, contracts, commercial paper, settlement agreements, compromises, releases, checks, stipulations, verifications, dismissals, and all

other documents that Client could properly execute.

XII. CALIFORNIA LAW CONTROLS

The laws of the State of California shall govern the construction and interpretation of this agreement. This Agreement has been made in the County of Los Angeles, in the City of Encino, and is intended to be performed herein. Any action under or to enforce this agreement shall be brought in any court of competent jurisdiction in the County of Los Angeles.

XIII. RETENTION OF FILES; DESTRUCTION OF FILES

At the termination of Attorney's representation hereunder, the Client's files will either be returned to Client or deposited in storage and maintained for three years, unless otherwise agreed in writing between Attorney and Client. At the end of three years from the termination of representation or the closing of a particular matter, the Client hereby consents to Attorney's destruction of all remaining records, files, and exhibits in connection with such matter or matters, without further notice to Client.

XIV. CLIENT HAS READ

The person signing below as or for Client represents that he or she has read the entirety of this agreement, including the text of Business and Professions Code Section 6148 appended hereto and incorporated herein by this reference, and understands and agrees with each and every provision in it.

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XV. COUNTERPARTS

This agreement may be signed in counterparts which, when taken together, shall constitute the totality of this agreement.

DATED: September 6, 2017

Simon Batashvili Bresident

(Name/Title - Please Print)

Signature

CLIENT INFORMATION:

Simon Batashvili, President Chasing Gold, Inc. 8484 Wilshire Boulevard Suite 515 Beverly Hills, California 90211 Telephone 310-729-8289 Facsimile Email simonbatashvili@gmail.com

DATED: 2017-08-06

LAW OFFICES OF DANIEL B. SPITZER

Daniel B. Spitzet

BUSINESS AND PROFESSIONS CODE SECTION 6148

- (a) In any case not coming with Section 6147 in which it is reasonably foreseeable that total expense to a client, including attorneys' fees will exceed one thousand dollars (\$1,000), the contract for services in the case shall be in writing and shall contain all of the following:
- (1) The hourly rate and other standard rates, fees, and charges, applicable to the case.
- (2) The general nature of the legal services to be provided to the client.
- (3) The respective responsibilities of the attorney and the client as to the performance of the contract.
- (b) All bills for services rendered by an attorney to a client shall clearly state the basis thereof, including the amount, rate, basis for calculation, or other method of determination of the member's fees; and, upon request by the client, the attorney shall provide a bill to the client no later than 10 days following the request. The client is entitled to similar requests at intervals of no less than 30 days following the initial request.
- (c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee.
- (d) This section shall not apply to any of the following:
 - (1) Services rendered in an emergency to avoid foreseeable prejudice to the rights or interest of the client or where a writing is otherwise impractical.
 - (2) A arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client.
 - (3) If the client knowingly stated in writing, after full disclosure of this section, that a writing concerning fees is not required.
 - (4) If the client is a corporation.
- (e) This section applies prospectively only to fee arrangements following its operative date.

CONTINUING GUARANTY

Simon Batashvili ("Guarantor") hereby agrees, unconditionally and irrevocably, to guarantee payment of all sums due under the Retainer Agreement between the Law Offices of Daniel B. Spitzer ("Attorney") and Chasing Gold, Inc. ("Client"). Guarantor acknowledges that Attorney would not enter into the Retainer Agreement without this Guaranty. Without limiting the generality of the foregoing, Guarantor agrees:

- 1. <u>Consent to Modifications Without Notice</u>. The Retainer Agreement may be altered, affected, modified, or changed by agreement between Attorney and Client without consent of or notice to Guarantor.
- 2. No Waiver From Delay In Enforcement. This Guaranty shall not be released, modified, or affected by failure or delay on the part of Attorney to enforce any rights or remedies, whether pursuant to the terms hereof, or at law or in equity.
- 3. Waiver of Notice of Default; General Waivers. No notice of default need be given to Guarantor, it being specifically agreed and understood that the quarantee of the undersigned is a continuing guarantee under which the Attorney may proceed immediately against Client or Guarantor following any breach or default by Client, or for the enforcement of any rights which the Attorney may have as against Client, pursuant to the terms of the Retainer Agreement, or at law or in equity. Guarantor hereby waives: (a) diligence, presentment, demand, notice of nonpayment, protest, notice of protest, and notice of every kind; (b) the right to assert the statute of limitations to any debt or obligation hereunder; (c) the right to protest renewals and extensions of time for the payment of any amounts due under the Retainer Agreement; (d) the right to require Attorney to proceed against the Client, any other Guarantor, or any other person or entity before proceeding directly against the Guarantor on this Guaranty; (e) the right to require Attorney to proceed against any security for the obligations evidenced by the Retainer Agreement; and (f) any right of subrogation.
- 4. Notices. Written notices hereunder may be given by first-class mail, in which case the notice shall be deemed effective three days after being posted; by overnight mail, in which case the notice shall be deemed effective two business days after deposit in the depository of the overnight carrier; by email or by confirmed facsimile copy, in which case the notice shall be deemed effective on the next business day after the transmission. Notices shall be sent as follows:

To Attorney:

Daniel B. Spitzer
Law Offices of Daniel B. Spitzer
16311 Ventura Boulevard Suite 1200
Encino, California 91436-2152
Telephone 818-990-9700
Facsimile 818-990-9705
Email dspitzer@spitzeresq.com

To Client:

Simon Batashvili, President Chasing Gold, Inc. 8484 Wilshire Boulevard Suite 515 Beverly Hills, California 90211 Telephone 310-729-8289 Facsimile Email simonbatashvili@qmail.com

To Guarantor:

Simon Batashvili, President
Chasing Gold, Inc.
8484 Wilshire Boulevard Suite 515
Beverly Hills, California 90211
Telephone 310-729-8289
Facsimile
Email simonbatashvili@qmail.com

Any notice concerning a change of address or facsimile number shall also be given, and shall become effective, in accordance with the provisions of this paragraph.

5.Miscellaneous. If any amounts owing under the Retainer Agreement are not paid when due, Guarantor promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Attorney in the collection or enforcement thereof. Any married person who signs the Guaranty agrees that recourse may be had against the separate property of that person, and the property of the marital community, for any obligations arising hereunder. Paragraph headings used herein are for reference only and are not intended to create substantive rights or obligations. Time is of the essence of this agreement. In any action arising out of the Retainer Agreement or the Guaranty, Guarantor consents to the jurisdiction of any competent court within the State of California, County of Los Angeles. In entering into this Guaranty, Guarantor has been afforded the right to seek independent counsel of his own choosing, and has either done so prior to signing, or has knowingly waived the right to do so. The Guaranty shall be construed in accordance with and governed by the laws of the State of California.

Simon Batashvili

EXHIBIT B

RETAINER AGREEMENT- HOURLY - MULTIPLE REPRESENTATION

I. RETAINER

Chase Metals. Inc., a Wyoming corporation now known as TMTE, Inc., Lucas Asher and Simon Batashvili (collectively, "Client") has this day retained the services of The Law Offices of Daniel B. Spitzer ("Attorney"), pursuant to the terms and conditions stated herein. Each of the clients named above is jointly and severally responsible for performance of all of the Client's obligations set forth herein, including without limitation the responsibility for paying Attorney's fees and costs.

This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of those sections. [The full text of Business and Professions Code Section 6148 is reprinted at the end of this Retainer Agreement.]

II. LEGAL SERVICES TO BE PROVIDED

The legal services to be provided by Attorney to Client are for representation in connection with general business and litigation matters as they may arise from time to time. Client understands and agrees that services rendered by Attorney to Client in connection with any other matter shall be governed by the terms of this Retainer Agreement, whether or not a new agreement is entered into in connection with such other representation or matter.

Attorney's representation of Client shall commence upon, and only upon, payment to Attorney of a retainer in the sum of \$5,000.00 ("Deposit Amount") to be applied against fees and costs incurred in connection with Attorney's representation. This sum shall be considered a true retainer, earned upon receipt. At all times, Client must maintain a balance in the sum of the Deposit Amount on deposit with Attorney, from which Attorney will pay his fees and costs, and Client will replenish upon billing. Failure to replenish this fee advance shall be grounds for termination of this Agreement. At the conclusion of the representation, the remaining deposit will be applied to the final statement, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full.

III. ATTORNEY FEE PROVISIONS

- (a) The attorney fees for services are presently billed at an hourly rate of \$450.00. The hourly rate for law clerks is \$200.00 per hour, and the hourly rate for paralegals is \$150.00. Attorney will charge increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charge for any particular activity will be two tenths of an hour.
- (b) Attorney shall devote its full professional responsibilities as counsel to all matters and accept the responsibility of enforcing all of Client's rights and remedies and protecting Client's interests. Attorney shall take those steps which in its opinion are reasonably necessary to enforce and protect those rights and interests or to research and investigate any areas of law which require legal

advice to be rendered to client.

- (d) This fee does not include necessary out-of-pocket costs and expenses, such as service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. In the event that it becomes necessary to incur such costs, Client agrees to advance these costs upon request, or to reimburse Attorney. Attorney is not obligated to advance any costs whatsoever at any time.
- (e) Client agrees to deposit estimated court costs, including jury fees if applicable, subpoena fees, witness and expert fees into the Attorney Trust Account at least (20) twenty days in advance of the date set for any deposition, trial, arbitration, or other such proceeding.
- (f) Attorney may associate or employ counsel in its discretion and at any stage of any legal proceeding.
- (g) <u>Lien on Proceeds.</u> Client hereby gives a lien to Attorney on any matter as security for its fees and costs as advanced on Client's behalf. In entering into this agreement, Client acknowledges that Attorney has brought to Client's attention the provisions of Rule 1.8.1 of the State Bar Rules of Professional Conduct ("SBRPC"), and that Client has voluntarily entered into this transaction. Client acknowledges and understands that the terms of this agreement are fair and reasonable; that the Client has been advised, and given an opportunity, to confer with independent counsel; and that the Client has either done so, or has knowingly declined to do so. Rule 1.8.1 provides as follows:

A lawyer shall not enter into a business transaction with a client, or knowingly* acquire an ownership, possessory, security or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

- (a) the transaction or acquisition and its terms are fair and reasonable* to the client and the terms and the lawyer's role in the transaction or acquisition are fully disclosed and transmitted in writing* to the client in a manner that should reasonably* have been understood by the client;
- (b) the client either is represented in the transaction or acquisition by an independent lawyer of the client's choice or the client is advised in writing* to seek the advice of an independent lawyer of the client's choice and is given a reasonable* opportunity to seek that advice; and
 - (c) the client thereafter provides informed written consent* to the terms of the

transaction or acquisition, and to the lawyer's role in it. 1

- (h) This agreement does not obligate Attorney to prepare, file or prosecute any appeal, including the filing of a notice of appeal, or to research appellate rights, remedies and alternatives or any legal issues relating to an appeal. A separate agreement shall be entered into between Attorney and Client if Attorney is to represent Client for any of these services.
- (i) If, while this agreement is in effect, Attorney increases its hourly rate being charged to clients generally for attorneys' fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client.
- (j) Attorney will send Client monthly statements indicating all attorneys fees and costs incurred, and their basis. Payment is to be mailed within 30 days of billing. Invoiced amounts which are not paid within thirty days after billing shall accrue interest at the rate of 1.5% per month until paid.
- (k) If a dispute arises between Attorney and Client regarding attorneys' fees and Attorney files suit in any court other than Small Claims Court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code Section 6200-6026, in which event Attorney must submit the matter to such arbitration.

IV. NO SETTLEMENT WITHOUT CONSENT

There shall be no settlement of any of Client's cases without Client's full and prior consent.

V. RESPONSIBILITIES OF ATTORNEY AND CLIENT

Attorney will perform the legal services called for under this agreement, keep Client informed of all progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; will keep Attorney currently informed of all developments and circumstances relating to all matters and lawsuits; will keep Attorney currently apprised of Client's addresses, telephone numbers, and whereabouts; and will timely make all payments required under this agreement.

VI. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

(a) The effective date of this agreement will be the date of last signature below. The agreement may be terminated by either party with or without cause on 30 days written notice.

¹ Terms with an asterisk bear are defined in the State Bar Rules of Professional Conduct, Rule 1.0.1.

- (b) Client agrees that Attorney may withdraw as attorney of record in any pending lawsuit at any time upon giving reasonable notice. In the event Client wishes to either terminate this agreement or effect a substitution of attorney on all or any matters, Client agrees that such termination or substitution shall act prospectively and all outstanding fees and costs to Attorney shall be paid at the time of termination or substitution and that Attorney shall receive fair and just compensation out of any ultimate recovery for all cases Attorney may be handling as consideration for services performed. Immediately upon termination or withdrawal, Client will promptly execute and return a Substitution of Attorney form for all pending proceedings immediately upon receipt from Attorney. In addition, notwithstanding Client's discharge of Attorney, Client will remain obligated to pay Attorney the agreed rates for all services provided and to reimburse Attorney for all costs advanced. The obligation to pay Attorney's fees as charged is not dependent upon the determination of any court, arbitrator, or other adjudicatory body as to the amount of fees recoverable under contract or statute.
- (c) The circumstances under which the Rules of Professional Conduct of the State Bar of California permit Attorney's withdrawal include but are limited to the following: (a) with the Client consent; (b) when the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and (c) when the Client has failed to pay attorneys' fees or costs as required hereunder. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property.

VII. NO REPRESENTATION OF OUTCOME

Client acknowledges that Attorney has made no representations of any type as to what amount, if any, Client may recover in any case. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement or any pending case, or in connection with any advice which the Client seeks from Attorney, the Attorney cannot guarantee any particular result. Client acknowledges that the law is not an exact science and that Attorney has not made, cannot make, and will not make any promises or representations about the outcome or result of any matter, and that any opinion offered by Attorney in the future will not constitute any guarantee of a particular outcome.

VIII. SEVERABILITY

If any provision in this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision, and of the entire agreement, will be severable, and this agreement will remain in full force and effect.

IX. SUBSEQUENT MODIFICATION

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both Attorney and Client.

X. WARRANTY OF AUTHORITY

If signing on behalf of an entity or entities other than as an individual, by their execution of this agreement below, the persons who have signed represent and warrant that they are authorized and empowered by such entity or entities to enter into this agreement, to bind such entity or entities to it, and that all resolutions, if any are required, have been properly adopted by the appropriate Board of Directors of such entity or entities.

XI. POWER OF ATTORNEY

Client grants to Attorney the Client's power of attorney to execute all documents connected with the claim or matter for which Attorney is retained by this agreement, including pleadings, contracts, commercial paper, settlement agreements, compromises, releases, checks, stipulations, verifications, dismissals, and all other documents that Client could properly execute.

XII. CALIFORNIA LAW CONTROLS

The laws of the State of California shall govern the construction and interpretation of this agreement. This Agreement has been made in the County of Los Angeles, in the City of Encino, and is intended to be performed herein. Any action under or to enforce this agreement shall be brought in any court of competent jurisdiction in the County of Los Angeles.

XIII. RETENTION OF FILES; DESTRUCTION OF FILES

At the termination of Attorney's representation hereunder, the Client's files will either be returned to Client or deposited in storage and maintained for three years, unless otherwise agreed in writing between Attorney and Client. At the end of three years from the termination of representation or the closing of a particular matter, the Client hereby consents to Attorney's destruction of all remaining records, files, and exhibits in connection with such matter or matters, without further notice to Client.

XIV. CLIENT HAS READ

The person signing below as or for Client represents that he or she has read the entirety of this agreement, including the text of Business and Professions Code Section 6148 appended hereto and incorporated herein by this reference, and understands and agrees with each and every provision in it.

XV. WAIVER OF CONFLICTS DUE TO JOINT REPRESENTATION

Each of the undersigned recognizes the existence of potential conflicts of interest between them, and voluntarily waives these conflicts in order to secure the benefits of joint representation in this matter. By agreeing to have Attorney undertake joint representation of the respective interests of all Clients in the matters which are the subject of this agreement, each of the Clients acknowledges and understands that he, she, or it has given up certain rights and benefits each would otherwise have, including the right to individually control or settle any lawsuits, and the right to communicate with counsel and have these communications kept confidential from one another.

Attorney's representation of the Clients in this matter may be terminated if any one of the Clients requests that we withdraw. Furthermore, we may withdraw from representation of any one of the Clients upon written notice if it becomes apparent that such representation will prejudice or conflict with our representation of any one of the other Clients. In the event of our withdrawal under either of the circumstances, the Clients shall promptly pay Attorney for all services rendered, and for all other fees, charges, and expenses incurred by Attorney prior to the date of such withdrawal.

XVI. AUTHORIZED CLIENT CONTACT

Each of the undersigned recognizes that concerns of efficiency and cost require that Attorney have one member of the Client group or another designated individual nominated as the spokesperson and authorized client contact for communications between Attorney and the Client group. Each of the undersigned therefore consents to have communications between Attorney and the Client group routed through the Client representative designated below; this means that copies of relevant pleadings and correspondence, invoices, and other communications will be sent only to the Client representative, and not to all Clients. For the purpose of this Agreement, Simon Batashvili, Lucas Asher and attorney Rabeh Soofi shall all be deemed "Authorized Client Contacts."

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XVII, COUNTERPARTS

This agreement may be signed in counterparts which, when taken together, shall constitute the totality of this agreement.

DATED: January 25, 2019

Simon Bayalivili, Individually

Lucas Asher, Individually

INSTRIBUTION, LLC, a Delaware limited liability company, now known as REVO, LLC

By:

Lucas Asher, Monte

CLIENT INFORMATION AND AUTHORIZED CLIENT CONTACTS:

Simon Batashvili 11360 Waterford St. Los Angeles CA 90049

T: 310-729-8289

E: simon@instribution.com

Lucas Asher 433 N. Camden Dr. Ste. 970

Beverly Hills CA 90210

T: 800-463-1326

E: Legal@metals.com

Rabeh M. A. Soofi

Axis Legal Counsel, PC 5670 Wilshire Bl. 18th Floor

Los Angeles CA 90036

T: 213-403-3218

F: 213-403-0101

E: rsoofi@asixle.com

DATED: 2018-01-15

LAW OFFICES OF DANIEL B. SPITZER

y:_____

Daniel B. Spitzer

BUSINESS AND PROFESSIONS CODE SECTION 6148

- (a) In any case not coming with Section 6147 in which it is reasonably foreseeable that total expense to a client, including attorneys' fees will exceed one thousand dollars (\$1,000), the contract for services in the case shall be in writing and shall contain all of the following:
- (1) The hourly rate and other standard rates, fees, and charges, applicable to the case.
 - (2) The general nature of the legal services to be provided to the client.
- (3) The respective responsibilities of the attorney and the client as to the performance of the contract.
- (b) All bills for services rendered by an attorney to a client shall clearly state the basis thereof, including the amount, rate, basis for calculation, or other method of determination of the member's fees; and, upon request by the client, the attorney shall provide a bill to the client no later than 10 days following the request. The client is entitled to similar requests at intervals of no less than 30 days following the initial request.
- (c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee.
 - (d) This section shall not apply to any of the following:
- (1) Services rendered in an emergency to avoid foreseeable prejudice to the rights or interest of the client or where a writing is otherwise impractical.
- (2) A arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client.
- (3) If the client knowingly stated in writing, after full disclosure of this section, that a writing concerning fees is not required.
 - (4) If the client is a corporation.
- (e) This section applies prospectively only to fee arrangements following its operative date.

EXHIBIT C

RETAINER AGREEMENT-HOURLY - MULTIPLE REPRESENTATION

I. RETAINER

Instribution LLC, a Delaware limited liability company now known as Revo LLC, Lucas Asher and Simon Batashvili (collectively, "Client") has this day retained the services of The Law Offices of Daniel B. Spitzer ("Attorney"), pursuant to the terms and conditions stated herein. Each of the clients named above is jointly and severally responsible for performance of all of the Client's obligations set forth herein, including without limitation the responsibility for paying Attorney's fees and costs.

This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of those sections. [The full text of Business and Professions Code Section 6148 is reprinted at the end of this Retainer Agreement.]

II. LEGAL SERVICES TO BE PROVIDED

The legal services to be provided by Attorney to Client are for representation in connection with general business and litigation matters as they may arise from time to time and specifically, at present, in connection with defending the pending action known as Brian Freese, etc. vs. Instribution, LLC, etc., et al., Los Angeles County Superior Court Case No. BC716081 and bringing a cross-complaint therein. Client understands and agrees that services rendered by Attorney to Client in connection with any other matter shall be governed by the terms of this Retainer Agreement, whether or not a new agreement is entered into in connection with such other representation or matter.

Attorney's representation of Client shall commence upon, and only upon, payment to Attorney of a retainer in the sum of \$5,000.00 ("Deposit Amount") to be applied against fees and costs incurred in connection with Attorney's representation. This sum shall be considered a true retainer, earned upon receipt. At all times, Client must maintain a balance in the sum of the Deposit Amount on deposit with Attorney, from which Attorney will pay his fees and costs, and Client will replenish upon billing. Failure to replenish this fee advance shall be grounds for termination of this Agreement. At the conclusion of the representation, the remaining deposit will be applied to the final statement, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full.

III. ATTORNEY FEE PROVISIONS

(a) The attorney fees for services are presently billed at an hourly rate of \$450.00. The hourly rate for law clerks is \$200.00 per hour, and the hourly rate for paralegals is \$150.00. Attorney will charge increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charge for any particular activity will be two tenths of an hour.

- (b) Attorney shall devote its full professional responsibilities as counsel to all matters and accept the responsibility of enforcing all of Client's rights and remedies and protecting Client's interests. Attorney shall take those steps which in its opinion are reasonably necessary to enforce and protect those rights and interests or to research and investigate any areas of law which require legal advice to be rendered to client.
- (d) This fee does not include necessary out-of-pocket costs and expenses, such as service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. In the event that it becomes necessary to incur such costs, Client agrees to advance these costs upon request, or to reimburse Attorney. Attorney is not obligated to advance any costs whatsoever at any time.
- (e) Client agrees to deposit estimated court costs, including jury fees if applicable, subpoena fees, witness and expert fees into the Attorney Trust Account at least (20) twenty days in advance of the date set for any deposition, trial, arbitration, or other such proceeding.
- (f) Attorney may associate or employ counsel in its discretion and at any stage of any legal proceeding.
- (g) <u>Lien on Proceeds.</u> Client hereby gives a lien to Attorney on any matter as security for its fees and costs as advanced on Client's behalf. In entering into this agreement, Client acknowledges that Attorney has brought to Client's attention the provisions of Rule 1.8.1 of the State Bar Rules of Professional Conduct ("SBRPC"), and that Client has voluntarily entered into this transaction. Client acknowledges and understands that the terms of this agreement are fair and reasonable; that the Client has been advised, and given an opportunity, to confer with independent counsel; and that the Client has either done so, or has knowingly declined to do so. Rule 1.8.1 provides as follows:

A lawyer shall not enter into a business transaction with a client, or knowingly* acquire an ownership, possessory, security or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

- (a) the transaction or acquisition and its terms are fair and reasonable* to the client and the terms and the lawyer's role in the transaction or acquisition are fully disclosed and transmitted in writing* to the client in a manner that should reasonably* have been understood by the client;
- (b) the client either is represented in the transaction or acquisition by an independent lawyer of the client's choice or the client is advised in writing* to seek the advice of an independent lawyer of the client's choice and is given a reasonable* opportunity to seek that advice; and

(c) the client thereafter provides informed written consent* to the terms of the transaction or acquisition, and to the lawyer's role in it. 1

- (h) This agreement does not obligate Attorney to prepare, file or prosecute any appeal, including the filing of a notice of appeal, or to research appellate rights, remedies and alternatives or any legal issues relating to an appeal. A separate agreement shall be entered into between Attorney and Client if Attorney is to represent Client for any of these services.
- (i) If, while this agreement is in effect, Attorney increases its hourly rate being charged to clients generally for attorneys' fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client.
- (j) Attorney will send Client monthly statements indicating all attorneys fees and costs incurred, and their basis. Payment is to be mailed within 30 days of billing. Invoiced amounts which are not paid within thirty days after billing shall accrue interest at the rate of 1.5% per month until paid.
- (k) If a dispute arises between Attorney and Client regarding attorneys' fees and Attorney files suit in any court other than Small Claims Court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code Section 6200-6026, in which event Attorney must submit the matter to such arbitration.

IV. NO SETTLEMENT WITHOUT CONSENT

There shall be no settlement of any of Client's cases without Client's full and prior consent.

V. RESPONSIBILITIES OF ATTORNEY AND CLIENT

Attorney will perform the legal services called for under this agreement, keep Client informed of all progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; will keep Attorney currently informed of all developments and circumstances relating to all matters and lawsuits; will keep Attorney currently apprised of Client's addresses, telephone numbers, and whereabouts; and will timely make all payments required under this agreement.

VI. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

(a) The effective date of this agreement will be the date of last signature below. The agreement may be terminated by either party with or without cause on 30 days written notice.

¹ Terms with an asterisk bear are defined in the State Bar Rules of Professional Conduct, Rule 1.0.1.

- (b) Client agrees that Attorney may withdraw as attorney of record in any pending lawsuit at any time upon giving reasonable notice. In the event Client wishes to either terminate this agreement or effect a substitution of attorney on all or any matters, Client agrees that such termination or substitution shall act prospectively and all outstanding fees and costs to Attorney shall be paid at the time of termination or substitution and that Attorney shall receive fair and just compensation out of any ultimate recovery for all cases Attorney may be handling as consideration for services performed. Immediately upon termination or withdrawal, Client will promptly execute and return a Substitution of Attorney form for all pending proceedings immediately upon receipt from Attorney. In addition, notwithstanding Client's discharge of Attorney, Client will remain obligated to pay Attorney the agreed rates for all services provided and to reimburse Attorney for all costs advanced. The obligation to pay Attorney's fees as charged is not dependent upon the determination of any court, arbitrator, or other adjudicatory body as to the amount of fees recoverable under contract or statute.
- (c) The circumstances under which the Rules of Professional Conduct of the State Bar of California permit Attorney's withdrawal include but are limited to the following: (a) with the Client consent; (b) when the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and (c) when the Client has failed to pay attorneys' fees or costs as required hereunder. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property.

VII. NO REPRESENTATION OF OUTCOME

Client acknowledges that Attorney has made no representations of any type as to what amount, if any, Client may recover in any case. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement or any pending case, or in connection with any advice which the Client seeks from Attorney, the Attorney cannot guarantee any particular result. Client acknowledges that the law is not an exact science and that Attorney has not made, cannot make, and will not make any promises or representations about the outcome or result of any matter, and that any opinion offered by Attorney in the future will not constitute any guarantee of a particular outcome.

VIII. SEVERABILITY

If any provision in this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision, and of the entire agreement, will be severable, and this agreement will remain in full force and effect.

IX. SUBSEQUENT MODIFICATION

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both Attorney and Client.

X. WARRANTY OF AUTHORITY

If signing on behalf of an entity or entities other than as an individual, by their execution of this agreement below, the persons who have signed represent and warrant that they are authorized and empowered by such entity or entities to enter into this agreement, to bind such entity or entities to it, and that all resolutions, if any are required, have been properly adopted by the appropriate Board of Directors of such entity or entities.

XI. POWER OF ATTORNEY

Client grants to Attorney the Client's power of attorney to execute all documents connected with the claim or matter for which Attorney is retained by this agreement, including pleadings, contracts, commercial paper, settlement agreements, compromises, releases, checks, stipulations, verifications, dismissals, and all other documents that Client could properly execute.

XII. CALIFORNIA LAW CONTROLS

The laws of the State of California shall govern the construction and interpretation of this agreement. This Agreement has been made in the County of Los Angeles, in the City of Encino, and is intended to be performed herein. Any action under or to enforce this agreement shall be brought in any court of competent jurisdiction in the County of Los Angeles.

XIII. RETENTION OF FILES; DESTRUCTION OF FILES

At the termination of Attorney's representation hereunder, the Client's files will either be returned to Client or deposited in storage and maintained for three years, unless otherwise agreed in writing between Attorney and Client. At the end of three years from the termination of representation or the closing of a particular matter, the Client hereby consents to Attorney's destruction of all remaining records, files, and exhibits in connection with such matter or matters, without further notice to Client.

XIV. CLIENT HAS READ

The person signing below as or for Client represents that he or she has read the entirety of this agreement, including the text of Business and Professions Code Section 6148 appended hereto and incorporated herein by this reference, and understands and agrees with each and every provision in it.

XV. WAIVER OF CONFLICTS DUE TO JOINT REPRESENTATION

Each of the undersigned recognizes the existence of potential conflicts of interest between them, and voluntarily waives these conflicts in order to secure the benefits of joint representation in this matter. By agreeing to have Attorney undertake joint representation of the respective interests of all Clients in the matters which are the subject of this agreement, each of the Clients acknowledges and understands that he, she, or it has given up certain rights and benefits each would otherwise have, including the right to individually control or settle any lawsuits, and the right to communicate with counsel and have these communications kept confidential from one another.

Attorney's representation of the Clients in this matter may be terminated if any one of the Clients requests that we withdraw. Furthermore, we may withdraw from representation of any one of the Clients upon written notice if it becomes apparent that such representation will prejudice or conflict with our representation of any one of the other Clients. In the event of our withdrawal under either of the circumstances, the Clients shall promptly pay Attorney for all services rendered, and for all other fees, charges, and expenses incurred by Attorney prior to the date of such withdrawal.

XVI. AUTHORIZED CLIENT CONTACT

Each of the undersigned recognizes that concerns of efficiency and cost require that Attorney have one member of the Client group or another designated individual nominated as the spokesperson and authorized client contact for communications between Attorney and the Client group. Each of the undersigned therefore consents to have communications between Attorney and the Client group routed through the Client representative designated below; this means that copies of relevant pleadings and correspondence, invoices, and other communications will be sent only to the Client representative, and not to all Clients. For the purpose of this Agreement, Simon Batashvili, Lucas Asher and attorney Rabeh Soofi shall all be deemed "Authorized Client Contacts."

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XVII. COUNTERPARTS

This agreement may be signed in counterparts which, when taken together, shall constitute the totality of this agreement.

DATED: January 25, 2019

Simon Barashvili, Individually

Lucas Asher, Individually

INSTRIBUTION, LLC, a Delaware limited liability company, now known as REVO, LLC

Ву:

Lucas Asher, Member

CLIENT INFORMATION AND AUTHORIZED CLIENT CONTACTS:

Simon Batashvili 11360 Waterford St. Los Angeles CA 90049

T: 310-729-8289

E: simon@instribution.com

Lucas Asher 433 N. Camden Dr. Ste. 970 Beverly Hills CA 90210

T: 800-463-1326

E: Legal@metals.com

Rabeh M. A. Soofi Axis Legal Counsel, PC 5670 Wilshire Bl. 18th Floor

Los Angeles CA 90036

T: 213-403-3218

F: 213-403-0101

E: rsoofi@asixle.com

DATED: 2019-01-25

LAW OFFICES OF DANIEL B. SRITZER

Daniel B. Spitzer

BUSINESS AND PROFESSIONS CODE SECTION 6148

- (a) In any case not coming with Section 6147 in which it is reasonably foreseeable that total expense to a client, including attorneys' fees will exceed one thousand dollars (\$1,000), the contract for services in the case shall be in writing and shall contain all of the following:
- (1) The hourly rate and other standard rates, fees, and charges, applicable to the case.
 - (2) The general nature of the legal services to be provided to the client.
- (3) The respective responsibilities of the attorney and the client as to the performance of the contract.
- (b) All bills for services rendered by an attorney to a client shall clearly state the basis thereof, including the amount, rate, basis for calculation, or other method of determination of the member's fees; and, upon request by the client, the attorney shall provide a bill to the client no later than 10 days following the request. The client is entitled to similar requests at intervals of no less than 30 days following the initial request.
- (c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee.
 - (d) This section shall not apply to any of the following:
- (1) Services rendered in an emergency to avoid foreseeable prejudice to the rights or interest of the client or where a writing is otherwise impractical.
- (2) A arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client.
- (3) If the client knowingly stated in writing, after full disclosure of this section, that a writing concerning fees is not required.
 - (4) If the client is a corporation.
- (e) This section applies prospectively only to fee arrangements following its operative date.

EXHIBIT D

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 February 27, 2019 Invoice No. 24225

For Professional Services Rendered Through: January 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
1/30/2019 DBS	REVIEW WOLAN ANSWER, CROSS-COMPLAINT (.3); REVIEW DOCUMENTS RECEIVED RE WOLAN, IVESTER (2.4)	2.70 450.00/hr	1,215.00
1/31/2019 DBS	CORRESPONDENCE FROM RABEH RE WOLAN CROSS-COMPLAINT (.3); CORRESPONDENCE TO RABEH (.1)	0.40 450.00/hr	180.00
1/29/2019 DBS	CORRESPONDENCE FROM SOOFI (.1);; REVIEW CLIENT DOCUMENTS, DOCKET (.4)	0.50 450.00/hr	225.00
For p	rofessional services rendered	3.60	\$1,620.00
Balan	ce due		\$1,620.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JANUARY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 49 of 454 PageID 6040

CHASE METALS, INC. February 27, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Page 2

CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 March 27, 2019 Invoice No. 24258

For Professional Services Rendered Through: February 28, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	<u>-</u>	Hrs/Rate	Amount
2/5/2019 DBS	CORRESPONDENCE FROM SOOFI (.2); RESEARCH RE GOLDEN GATE CAPITAL (.3); CORRESPONDENCE FROM SOOFI RE DISCOVERY (.5); CORRESPONDENCE FROM COHEN (.1); REVIEW WOLAN ANSWER (.1)	1.20 450.00/hr	540.00
2/6/2019 DBS	PREPARE SUBSTITUTIONS (.3); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM SOOFI RE CASTILLO (.3)	0.80 450.00/hr	360.00
2/7/2019 DBS	CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM O'REILLY (.1); FILE SUBSTITUTIONS (.3)	0.50 450.00/hr	225.00
2/8/2019 DBS	CORRESPONDENCE TO RABEH (.2); CORRESPONDENCE FROM RABEH (.2); REVIEW DOCKET, DOCUMENTS RECEIVED FROM CLIENT (1.4)	1.80 450.00/hr	810.00

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March 27, 2019 CHASE METALS, INC. Page 2

	<u>-</u>	Hrs/Rate	Amount
2/9/2019 DBS	FILE SUBSTITUTIONS (.2)	0.20 450.00/hr	90.00
2/11/2019 DBS	CORRESPONDENCE FROM CLERK RE SUBSTITUTIONS (.2); REVIEW CLIENT DOCUMENTS (1.1); CORRESPONDENCE FROM SOOFI (.1); DRAFT/REVISE ANSWER TO IVESTER FIRST AMENDED COMPLAINT (1.2); FILE SAME (.2); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM O'REILLY (.1)	3.10 450.00/hr	1,395.00
2/13/2019 DBS	CORRESPONDENCE FROM SOOFI (.2); REVIEW CORRESPONDENCE FROM GOLDMAN (.6); REVIEW DISCOVERY FILE (.4)	1.20 450.00/hr	540.00
2/19/2019 DBS	REVIEW MEET AND CONFER LETTER FROM COHEN (.3); CORRESPONDENCE FROM SOOFI (.1); CORRESPONDENCE FROM GOLDMAN (.5); DRAFT/REVISE SUBSTITUTION (.1); FILE SAME (.2); CORRESPONDENCE FROM CLERK (.2); REVIEW IVESTER DEMURRER, OPPOSITION (.2); REVIEW DOCUMENTS RE KWON (.2); REVIEW DOCUMENTS RE WILSHIRE METALS (.2); REVIEW WOLAN ANSWER (.1)	2.10 450.00/hr	945.00
2/24/2019 DBS	REVIEW REQUEST FOR DISMISSAL (.1); REVIEW STIPULATION FOR FILING FIRST AMENDED CROSS-COMPLAINT (.2); CORRESPONDENCE FROM CLERK (.2)	0.50 450.00/hr	225.00
2/25/2019 DBS	CORRESPONDENCE FROM SIMON RE LABOR COMMISSIONER HEARING (.2); CORRESPONDENCE FROM RABEH (.3); CORRESPONDENCE FROM KRAMER (.3); CORRESPONDENCE TO SOOFI (.1)	0.90 450.00/hr	405.00
2/28/2019 DBS	REVIEW REQUEST FOR DISMISSAL (ALWAY) (.1); REVIEW STIPULATION FOR FILING OF FIRST AMENDED CROSS-COMPLAINT (.1);	0.60 450.00/hr	270.00

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CHASE METALS, INC. March 27, 2019

In Reference To: CHASE METALS vs BENAVIDEZ Page 3

		Hrs/Rate	Amount
	REVIEW IVESTER DISCOVERY RESPONSES (.4)		
	For professional services rendered	12.90	\$5,805.00
	Additional Charges:		
2/28/2019	COPIES/SCANS		12.60
	Total costs		\$12.60
	Total amount of this bill	_	\$5,817.60
	Previous balance		\$1,620.00
3/14/2019 F	Payment - thank you		(\$1,620.00)
	Total payments and adjustments	_	(\$1,620.00)
	Balance due	_	\$5,817.60

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH FEBRUARY 28, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 53 of 454 PageID 6044

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 April 30, 2019 Invoice No. 24284

For Professional Services Rendered Through: March 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	-	Hrs/Rate	Amount
3/4/2019 DBS	CORRESPONDENCE FROM COHEN (.2); REVIEW DISCOVERY RESPONSES (.4); CORRESPONDENCE FROM CLIENT (.3); CORRESPONDENCE TO CLIENT (.1)	1.00 450.00/hr	450.00
3/6/2019 DBS	CORRESPONDENCE TO CLIENTS RE SECURITIES ISSUES (.4); CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE FROM LUCAS (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM PROCESS SERVER (.2)	1.20 450.00/hr	540.00
3/7/2019 DBS	REVIEW FILE (.2); CORRESPONDENCE TO SOOFI (.1); REVIEW NOTICE - INVESTIGATION COMPLETE RE CASTILLO (.1)	0.40 450.00/hr	180.00
3/8/2019 DBS	CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM SOOFI (.1); REVIEW COHEN LETTER RE DISCOVERY RESPONSES (.3); CORRESPONDENCE TO SOOFI (.1)	0.70 450.00/hr	315.00

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April 30, 2019 CHASE METALS, INC. Page 2

	<u>-</u>	Hrs/Rate	Amount
3/10/2019 DBS	CORRESPONDENCE FROM RABEH (.1); REVIEW WOLAN DISCOVERY, RESPONSES (.4); CORRESPONDENCE TO COHEN (.1); REVIEW MEET AND CONFER LETTER (.4)	1.00 450.00/hr	450.00
3/11/2019 DBS	CORRESPONDENCE FROM SOOFI (.1); REVIEW DISCOVERY REQUESTS, RESPONSES (.6); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO COHEN (.3); CORRESPONDENCE TO SOOFI (.1); REVIEW WOLAN EVIDENCE (.3); DRAFT/REVISE SUPPLEMENTAL RESPONSES (1.3)	2.90 450.00/hr	1,305.00
3/13/2019 DBS	DRAFT/REVISE CORRESPONDENCE TO WEINTRAUB (.3); CORRESPONDENCE FROM LUCAS (.2); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM PROCESS SERVER (.2); CORRESPONDENCE TO CLIENT (.1); DRAFT/REVISE WOLAN DISCOVERY RESPONSES (1.7)	2.60 450.00/hr	1,170.00
3/15/2019 DBS	REVIEW CORRESPONDENCE FROM FIELDS (.2); REVIEW STIPULATION TO ADD PARTIES TO PROTECTIVE ORDER (.2); CORRESPONDENCE TO CLIENTS (.2); DRAFT/REVISE NOTICE AND ACKNOWLEDGMENT (.1); CORRESPONDENCE TO WEINTRAUB (.1); CORRESPONDENCE FROM SERVERS (.2); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM GOLDMAN (.1)	1.20 450.00/hr	540.00
3/17/2019 DBS	CORRESPONDENCE FROM RABEH (.1); REVIEW STATE BAR RULES, NEW RULES (.3); CORRESPONDENCE FROM WEINTRAUB (.2); CORRESPONDENCE TO CLIENT (.1); CORRESPONDENCE TO SOOFI (.1); DRAFT/REVISE WOLAN DISCOVERY	3.40 450.00/hr	1,530.00

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April 30, 2019 CHASE METALS, INC. Page 3

	<u>-</u>	Hrs/Rate	Amount
	RESPONSES (2.2); REVIEW GOLDMAN LETTER RE MEET AND CONFER (.4)		
3/18/2019 DBS	CORRESPONDENCE FROM LUCAS (.5); CORRESPONDENCE FROM RABEH (.4); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO RABEH (.2); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM SERVERS (.2)	1.80 450.00/hr	810.00
3/19/2019 DBS	CORRESPONDENCE FROM RABEH (.4); TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE FROM CONOR (.3); CORRESPONDENCE FROM LUCAS (.4); DRAFT/REVISE DECLARATION OF CUSTOMER (.3); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO WEINTRAUB (.1); REVIEW LITIGATION HOLD LETTER (.2)		945.00
3/21/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE FROM CONDOR (.2); REVIEW MIEDEMA DECLARATION (.2); CORRESPONDENCE TO CONOR (.2)	1.00 450.00/hr	450.00
3/22/2019 DBS	CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE FROM COHEN (.1); TELEPHONE CONVERSATION(S) WITH COHEN (.2); CORRESPONDENCE FROM CONOR (.4); CORRESPONDENCE FROM RABEH (.1); CORRESPONDENCE FROM CLIENT (.2); REVIEW MIEDEMA TEXTS (.1); CORRESPONDENCE TO CLIENT (.3)	1.60 450.00/hr	720.00
3/24/2019 DBS	REVIEW WOLAN DISCOVERY RESPONSES (.6); DRAFT/REVISE SUPPLEMENTAL RESPONSES (2.2)	2.80 450.00/hr	1,260.00

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CHASE METALS, INC. April 30, 2019
In Reference To: CHASE METALS vs Page 4

	_	Hrs/Rate	Amount
3/25/2019 DBS	REVIEW CHASE SUPPLEMENTAL RESPONSES TO BENAVIDEZ DISCOVERY (.3); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM LEBE (.1); CORRESPONDENCE FROM MESRIANI (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE FROM CONOR (.2); REVIEW AUAG WEBSITE (.2)	1.40 450.00/h	630.00 r
3/26/2019 DBS	CORRESPONDENCE TO FIELDS RE STIPULATION FOR PROTECTIVE ORDER (.1)	0.10 450.00/h	45.00
3/28/2019 DBS	CORRESPONDENCE TO COHEN (.1); CORRESPONDENCE FROM COHEN (.1)	0.20 450.00/h	90.00 r
3/29/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM DUVAN-CLARKE (.2); CORRESPONDENCE TO KRAMER (.1)	0.40 450.00/h	180.00 r
For p	rofessional services rendered	25.80	\$11,610.00
Addit	ional Charges :		
3/31/2019 COPI	ES/SCANS		4.40
3/18/2019 ONLI	NE RESEARCH COSTS		6.72
3/19/2019 ONLI	NE RESEARCH COSTS		11.11
3/20/2019 ONLI	NE RESEARCH COSTS		21.33
3/21/2019 ONLI	NE RESEARCH COSTS		1.76
3/29/2019 ONLI	NE RESEARCH COSTS		13.80

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CHASE METALS, INC.	April 30, 2019
In Reference To: CHASE METALS vs	Page 5
BENAVIDEZ	

	Amount
3/30/2019 ONLINE RESEARCH COSTS	59.61
Total costs	\$118.73
Total amount of this bill	\$11,728.73
Previous balance	\$5,817.60
Balance due	\$17,546.33

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MARCH 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 May 24, 2019 Invoice No. 24315

For Professional Services Rendered Through: April 30, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
4/1/2019 DBS	REVIEW SUPPLEMENTAL DISCOVERY RESPONSES OF CHASE METAL PARTIES (.3)	0.30 450.00/hr	135.00
4/3/2019 DBS	CORRESPONDENCE FROM CLERK (.1)	0.10 450.00/hr	45.00
4/4/2019 DBS	CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE SUPPLEMENTAL RESPONSES TO WOLAN DISCOVERY (3.8)	4.10 450.00/hr	1,845.00
4/5/2019 DBS	CORRESPONDENCE FROM O'REILLY (.1); REVIEW WOLAN DOCUMENTS (.3); DRAFT/REVISE SUPPLEMENTAL RESPONSES TO DEMAND, SPECIAL INTERROGATORIES, FORM INTERROGATORIES, (WOLAN)(4.4); CORRESPONDENCE TO CONOR (.5); CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.3)	5.80 450.00/hr	2,610.00

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	<u> </u>	Hrs/Rate	Amount
4/7/2019 DBS	REVIEW NOTICE OF DEMURRER (.2); REVIEW MEMO OF POINTS AND AUTHORITIES, DECLARATION (.3); DRAFT/REVISE SUPPLEMENTAL DISCOVERY RESPONSES (3.4)	3.90 450.00/hr	1,755.00
4/8/2019 DBS	REVIEW ROSENTHAL DISCOVERY TO BENAVIDES (.3); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE FROM COHEN (.1) DRAFT/REVISE SUPPLEMENTAL RESPONSES TO IVESTER DISCOVERY (3.8); REVIEW CHASE DEMURRER TO BENAVIDES'S FIRST AMENDED CROSS-COMPLAINT (.3)	4.70 450.00/hr	2,115.00
4/10/2019 DBS	CORRESPONDENCE FROM COHEN RE MEET AND CONFER (.4); CORRESPONDENCE FROM KRAMER (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.3)	0.80 450.00/hr	360.00
4/12/2019 DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM DUVAN-CLARKE (.1); CORRESPONDENCE FROM KRAMER (.1)	0.50 450.00/hr	225.00
4/15/2019 DBS	CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE TO CONOR (.3); DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.3); REVIEW FILE (.2)	0.90 450.00/hr	405.00
4/16/2019 DBS	FILE CASE MANAGEMENT STATEMENT(.1); CORRESPONDENCE FROM CLERK (.1)	0.20 450.00/hr	90.00
4/17/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO COUNSEL RE COURTCALL (.1)	0.80 450.00/hr	360.00

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	<u>-</u>	Hrs/Rate	Amount
4/18/2019 DBS	REVIEW STIPULATION FOR CONTINUANCE OF CASE MANAGEMENT CONFERENCE (.1); CORRESPONDENCE TO ROSENTHAL RE SAME (.1); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO FARAG (.1)	1.20 450.00/hr	540.00
4/19/2019 DBS	CORRESPONDENCE FROM KRAMER (.2)	0.20 450.00/hr	90.00
4/22/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE FROM FIELDS(.2); CORRESPONDENCE FROM DOVAN (.1); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM CONOR (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	1.00 450.00/hr	450.00
4/23/2019 DBS	CORRESPONDENCE FROM SOOFI RE SPELLANE (.3); CORRESPONDENCE FROM KRAMER RE SPELLANE (.3); CORRESPONDENCE TO DUVAN (.1)	0.70 450.00/hr	315.00
4/25/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); REVIEW NOTICE OF RULING (.1); DRAFT/REVISE DISCOVERY RESPONSES (IVESTER) (.8); REVIEW MEET-AND-CONFER LETTERS (.4); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO RABEH (.1)	1.70 450.00/hr	765.00
4/26/2019 DBS	CORRESPONDENCE FROM DUVAN-CLARKE RE IVESTER (.3); TELEPHONE CONVERSATION(S) WITH DUVAN-CLARKE (.6); REVIEW DISCOVERY RESPONSES TO IVESTER DISCOVERY (.4)	1.30 450.00/hr	585.00

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CHASE METALS, INC.

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BENAVIDEZ

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			Hrs/Rate	Amount
4/28/2019	DBS	DRAFT/REVISE SUPPLEMENTAL DISCOVERY RESPONSES RE WOLAN (2.6); REVIEW PRIOR DISCOVERY, RESPONSES, DOCUMENTS PRODUCED BY WOLAN (.9)	3.50 450.00/h	1,575.00
4/29/2019	DBS	DRAFT/REVISE SUPPLEMENTAL RESPONSES (3.4); CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE FROM CLIENT (.2); TELEPHONE CONVERSATION(S) WITH O'REILLY (.2); CORRESPONDENCE FROM COURTCALL (.1)	4.10 450.00/h	1,845.00
	For pr	ofessional services rendered	35.80	\$16,110.00
	Additi	ional Charges :		
4/15/2019	ELEC	TRONIC FILING FEE - CASE MANAGEMENT ST	ATEMENT	6.75
4/29/2019	POST	AGE RE DISCOVERY RESPONSES		20.15
4/13/2019	ONLI	NE RESEARCH COSTS		2.54
4/14/2019	ONLI	NE RESEARCH COSTS		3.68
4/16/2019	ONLI	NE RESEARCH COSTS		4.11
4/17/2019	ONLI	NE RESEARCH COSTS		38.29
4/30/2019	COPII	ES/SCANS		454.60
	Total	costs		\$530.12
	Total	amount of this bill	_	\$16,640.12
	Previo	ous balance		\$17,546.33
5/2/2019	Payme	nt - thank you		(\$17,546.33)
	Total j	payments and adjustments	_	(\$17,546.33)

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BENAVIDEZ

Amount

\$16,640.12

Balance due

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 63 of 454 PageID 6054

LAW OFFICES OF

DANIEL B. SPITZER

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16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 June 30, 2019 Invoice No. 24348

For Professional Services Rendered Through: May 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	<u>-</u>	Hrs/Rate	Amount
5/6/2019 DBS	CORRESPONDENCE FROM COHEN (.1); REVIEW MEET-AND-CONFER LETTER, DISCOVERY RESPONSES (.4); REVIEW STIPULATION (.1)	0.60 450.00/hr	270.00
5/8/2019 DBS	REVIEW PRIOR DISCOVERY, RESPONSES (.3)	0.30 450.00/hr	135.00
5/9/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); REVIEW JOINT STATUS CONFERENCE STATEMENT (.2); DRAFT/REVISE IVESTER SUPPLEMENTAL RESPONSES (2.8)	3.10 450.00/hr	1,395.00
5/10/2019 DBS	CORRESPONDENCE TO CONOR (.1); REVIEW NOTICES OF DEPOSITION (.2)	0.30 450.00/hr	135.00
5/12/2019 DBS	CORRESPONDENCE TO CONOR (.2); DRAFT/REVISE IVESTER SUPPLEMENTAL RESPONSES (3.4); REVIEW BENAVIDEZ DISCOVERY RESPONSES (.4); REVIEW IVESTER PRODUCTION (.4); CORRESPONDENCE TO DUVAN (.3)	4.70 450.00/hr	2,115.00

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	-	Hrs/Rate	Amount
5/13/2019 DBS	CORRESPONDENCE FROM FARAG (.2);; REVIEW DOCUMENTS RECEIVED RE ASHER DEPOSITION (.2); DRAFT/REVISE IVESTER DISCOVERY RESPONSES (1.8); CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONVERSATION(S) WITH FARAG (.3); REVIEW NOTICE OF DEPOSITION (.2); REVIEW CORRESPONDENCE FROM COHEN (.3); CORRESPONDENCE FROM DUVAN (.2); REVIEW BENAVIDES DISCOVERY RESPONSES (.4)	3.80 450.00/hr	1,710.00
5/14/2019 DBS	CORRESPONDENCE TO CONOR (.2); TELEPHONE CONVERSATION(S) WITH FARAG AND FIELDS (.3); CORRESPONDENCE FROM DUVAN (.5); CORRESPONDENCE TO DUVAN (.5); REVIEW IVESTER MEET-AND-CONFER LETTER (.4)	1.90 450.00/hr	855.00
5/17/2019 DBS	CORRESPONDENCE FROM KRAMER (.3); CORRESPONDENCE FROM FIELDS (.1); REVIEW NOTICE OF DEPOSITION (.1); REVIEW CORRESPONDENCE FROM KRAMER (.1)	0.60 450.00/hr	270.00
5/18/2019 DBS	REVIEW BENAVIDEZ OPPOSITION TO DEMURRER (.3)	0.30 450.00/hr	135.00
5/20/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO DUVAN (.2)	0.40 450.00/hr	180.00
5/21/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); TELEPHONE CONVERSATION(S) WITH FARAG (.2); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM ONE LEGAL (.1); REVIEW REPLY (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM GOLDMAN (.2);	1.70 450.00/hr	765.00

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June 30, 2019 CHASE METALS, INC. Page 3

	-	Hrs/Rate	Amount
	CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO DUVAN (.1)		
5/22/2019 DBS	TELEPHONE CONVERSATION(S) WITH SHAREEF FARAG (.4); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM DUVAN (.3); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO FARAG (.2); REVIEW REPLY BRIEF (.2)	1.40 450.00/hr	630.00
5/23/2019 DBS	CORRESPONDENCE FROM FARAG (.3); CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM DUVAN (.1); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE TO DUVAN (.1); REVIEW OPPOSITION TO DEMURRER (.2)	1.20 450.00/hr	540.00
5/24/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM ONE LEGAL (.1); REVIEW JOINT CASE MANAGEMENT STATEMENT (.1); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO FIELDS (.1); CORRESPONDENCE TO DUVAN (.1)	0.80 450.00/hr	360.00
5/28/2019 DBS	CORRESPONDENCE FROM ONE LEGAL (.2); REVIEW NOTICE OF RULING (.1); REVIEW NOTICE OF RELATED CASES (.1); CORRESPONDENCE FROM DUVAN (.1); CORRESPONDENCE TO DUVAN (.5); REVIEW PRIOR DISCOVERY AND RESPONSES (.3)	1.30 450.00/hr	585.00
5/29/2019 DBS	PREPARE FOR, APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.1); TELEPHONE CONVERSATION(S) WITH FARAG (.2); REVIEW NOTICE OF RULING (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM GOLDMAN (.1)	1.90 450.00/hr	855.00

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CHASE METALS, INC.

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BENAVIDEZ

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		Hrs/Rate	Amount
5/31/2019 DBS	REVIEW NOTICE OF RELATED CASES (.2); CORRESPONDENCE FROM LUCAS (.1)	0.30 450.00/h	135.00 r
For p	rofessional services rendered	24.60	\$11,070.00
Addit	tional Charges :		
5/13/2019 POST	TAGE RE DISCOVERY RESPONSES (\$2.80 x 7 = \$2.00 x 7 =	\$19.60)	19.60
4/15/2019 COU	RTCALL TELEPHONIC APPEARANCE		94.00
5/31/2019 COPI	IES/SCANS		116.80
Total	costs		\$230.40
Total	amount of this bill	_	\$11,300.40
Previ	ous balance		\$16,640.12
5/28/2019 Payme	ent - thank you		(\$16,640.12)
Total	payments and adjustments	_	(\$16,640.12)
Balar	nce due	_	\$11,300.40

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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June 30, 2019 CHASE METALS, INC.

In Reference To: CHASE METALS vs

Page 5 **BENAVIDEZ**

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 68 of 454 PageID 6059

LAW OFFICES OF

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16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 July 30, 2019 Invoice No. 24382

For Professional Services Rendered Through: June 30, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	_	Hrs/Rate	Amount
6/3/2019 DBS	TELEPHONE CONVERSATION(S) WITH ALL COUNSEL (.5); TELEPHONE CONVERSATION(S) WITH SHAREEF (.2); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE DISCOVERY RESPONSES RE IVESTER (.7); CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO CONOR (.2)	2.20 450.00/hr	990.00
6/4/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR RE IVESTER (.3); CORRESPONDENCE FROM CONOR RE VERIFICATION (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM DUVAN (.1); DRAFT/REVISE SECOND SUPPLEMENTAL RESPONSES TO IVESTER DISCOVERY (1.8); CORRESPONDENCE TO DUVAN (.1); CORRESPONDENCE TO FARAG (.1)	2.90 450.00/hr	1,305.00

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July 30, 2019 CHASE METALS, INC. Page 2

		Hrs/Rate	Amount
6/5/2019 DBS	CORRESPONDENCE FROM CONOR RE IVESTER (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.9); REVIEW IVESTER DECLARATION (.2); PREPARE DOCUMENTS FOR PRODUCTION (.4)	1.70 450.00/hr	765.00
6/6/2019 DBS	CORRESPONDENCE FROM COHEN (.2); REVIEW MOTIONS TO COMPEL (.4); CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM ONE LEGAL (.1); REVIEW ANSWER (.2)	1.10 450.00/hr	495.00
6/7/2019 DBS	CORRESPONDENCE TO COHEN (.3); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO SOOFI (.1); CORRESPONDENCE FROM SHAREEF (.2)	0.80 450.00/hr	360.00
6/8/2019 DBS	REVIEW MOTION TO COMPEL (.4); REVIEW CHASE ANSWER TO BENAVIDEZ CROSS-COMPLAINT (.2)	0.60 450.00/hr	270.00
6/10/2019 DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM PERSOFF (.1); TELEPHONE CONVERSATION(S) WITH PERSOFF (.3); REVIEW NOTICE OF RULING (.2); REVIEW NOTICE OF RELATED CASES (.1)	0.90 450.00/hr	405.00
6/11/2019 DBS	CORRESPONDENCE FROM KRAMER (.3); TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO CONOR (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE TO DUVAN (.1)	1.30 450.00/hr	585.00
6/12/2019 DBS	CORRESPONDENCE FROM PERSOFF (.2); REVIEW NOTICES OF RELATED CASES (.2); CORRESPONDENCE FROM GOLDMAN (.1); REVIEW DEPARTMENT 34 RULES (.3);	2.20 450.00/hr	990.00

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	-	Hrs/Rate	Amount
	CORRESPONDENCE FROM DUVAN (.1); TELEPHONE CONVERSATION(S) WITH DUVAN (.6); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO PERSOFF (.1); TELEPHONE CONVERSATION(S) WITH PERSOFF (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.2)		
6/14/2019 DBS	CORRESPONDENCE FROM DUVAN (.1); CORRESPONDENCE TO DUVAN (.2)	0.30 450.00/hr	135.00
6/17/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO CLIENTS RE MEDIATION (.3); DRAFT/REVISE DISCOVERY REQUESTS (1.3)	1.80 450.00/hr	810.00
6/18/2019 DBS	CORRESPONDENCE FROM DUVAN (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.4); DRAFT/REVISE DISCOVERY REQUESTS TO BENAVIDEZ (2.8); REVIEW DISCOVERY FILE (.3)	3.60 450.00/hr	1,620.00
6/19/2019 DBS	CORRESPONDENCE FROM COHEN (.4); REVIEW SEPARATE STATEMENT (.3); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM COHEN RE MEET & CONFER (.3); DRAFT/REVISE DISCOVERY TO BENAVIDEZ (1.7); CORRESPONDENCE TO CONOR (.1)	3.40 450.00/hr	1,530.00
6/20/2019 DBS	CORRESPONDENCE FROM COHEN (.2); REVIEW ADDITIONAL DISCOVERY REQUESTS (.4); CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE TO SIMON (.2); CORRESPONDENCE TO CONOR (.2)	1.20 450.00/hr	540.00

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July 30, 2019 CHASE METALS, INC. Page 4

	-	Hrs/Rate	Amount
6/21/2019 DBS	CORRESPONDENCE FROM FARAG (.4); CORRESPONDENCE FROM BATASHVILI (.1); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE TO FARAG (.3); REVIEW DISCOVERY FROM WOLAN (.3)	1.20 450.00/hr	540.00
6/24/2019 DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM ALISA MARTINEZ (.1); CORRESPONDENCE FROM DUVAN (.3); CORRESPONDENCE TO DUVAN (.2); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM MEISINGER (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE FROM KRAMER (.1); DRAFT/REVISE DISCOVERY REQUESTS (.6)	2.00 450.00/hr	900.00
6/25/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO CONOR (.2); REVIEW WOLAN DOCUMENTS (1.0); TELEPHONE CONVERSATION(S) WITH EDUARDO (.3)	1.90 450.00/hr	855.00
6/26/2019 DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM MARTINEZ (.1); CORRESPONDENCE TO COHEN (.2)	0.70 450.00/hr	315.00
6/27/2019 DBS	CORRESPONDENCE FROM MARTINEZ (.2); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO MARTINEZ (.2); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM COURTCALL (.1); APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.2); REVIEW SACH STATEMENT RE IVESTER (.2); REVIEW ANSWER TO FIRST AMENDED CROSS-COMPLAINT (.1); REVIEW DEPARTMENT 34 RULES (.2); REVIEW	3.60 450.00/hr	1,620.00

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CHASE METALS, INC.

July 30, 2019
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In Reference To: CHASE METALS vs BENAVIDEZ

	Hrs/Rate	Amount
WOLAN DISCOVERY (.3); REVIEW CLIENT COMMENTS RE SECURITY PROTOCOLS, DAMAGES (.3); REVIEW IVESTER DISCOVERY, MEET & CONFER (.4)		
6/28/2019 DBS TELEPHONE CONVERSATION(S) WITH CONOR (.1); CORRESPONDENCE FROM DUVAN (.1)	0.20 450.00/h	90.00 ar
For professional services rendered	33.60	\$15,120.00
Additional Charges:		
6/24/2019 POSTAGE - DISCOVERY - \$2.20 x 7 = \$15.40		15.40
Total costs		\$15.40
Total amount of this bill	_	\$15,135.40
Previous balance		\$11,300.40
Balance due	_ _	\$26,435.80

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 73 of 454 PageID 6064

LAW OFFICES OF

DANIEL B. SPITZER

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16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 August 23, 2019 Invoice No. 24414

For Professional Services Rendered Through: July 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	<u>-</u>	Hrs/Rate	Amount
7/1/2019 DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM DUVAN (.5)	0.60 450.00/hr	270.00
7/2/2019 DBS	CORRESPONDENCE FROM SHAREEF (.3); REVIEW FILE (.1); CORRESPONDENCE FROM MARTINEZ (SIGNATURE) (.2); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM SUZUKI (.1); CORRESPONDENCE TO DUVAN (.2); CORRESPONDENCE TO FARAG (.1)	1.30 450.00/hr	585.00
7/5/2019 DBS	DRAFT/REVISE SEPARATE STATEMENT IN OPPOSITION TO MOTION TO COMPEL (1.6)	1.60 450.00/hr	720.00
7/6/2019 DBS	DRAFT/REVISE SEPARATE STATEMENT (2.3); REVIEW FILE (.4); DRAFT/REVISE OPPOSITION TO MOTION TO COMPEL (2.1); REVIEW WOLAN EMAILS (3.2)	8.00 450.00/hr	3,600.00

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August 23, 2019 CHASE METALS, INC. Page 2

In Reference To: CHASE METALS vs **BENAVIDEZ**

		Hrs/Rate	Amount
7/7/2019 DBS	REVIEW ALL WOLAN EMAILS (3.9); PREPARE FOR SERVICE (.4); DRAFT/REVISE OPPOSITION TO MOTION TO COMPEL (2.8); DRAFT/REVISE SEPARATE STATEMENT (1.7)	8.80 450.00/hr	3,960.00
7/8/2019 DBS	RESEARCH RE ISSUES RAISED BY MOTION TO COMPEL (1.4); DRAFT/REVISE SEPARATE STATEMENT (.8); DRAFT/REVISE OPPOSITION TO MOTION TO COMPEL (1.3); FILE SAME (.2); CORRESPONDENCE TO COUNSEL RE SAME (.1); CORRESPONDENCE FROM MARTINEZ (.2); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM MARTINEZ (.2); DRAFT DECLARATION OF DANIEL B. SPITZER (.8); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO DUVAN (.8); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE TO COHEN (.1)	6.70 450.00/hr	3,015.00
7/9/2019 DBS	CORRESPONDENCE FROM DUVAN (.1); FILE PROOF OF SERVICE (.1); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE TO DUVAN (.1)	0.40 450.00/hr	180.00
7/10/2019 DBS	REVIEW ORDER RELATING CASES (SPELLANE) (.2)	0.20 450.00/hr	90.00
7/11/2019 DBS	CORRESPONDENCE FROM ONE LEGAL (.1); REVIEW NOTICE OF RULING (.1); CORRESPONDENCE FROM SHAREEF (.1); REVIEW WOLAN EMAILS (3.2)	3.50 450.00/hr	1,575.00
7/12/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE FROM COHEN (.1); REVIEW REPLY BRIEF (.4); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO DUVAN (.1); REVIEW	2.60 450.00/hr	1,170.00

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August 23, 2019 CHASE METALS, INC. Page 3

In Reference To: CHASE METALS vs **BENAVIDEZ**

	-	Hrs/Rate	Amount
	NOTICE OF RULING (.1); PREPARE SUPPLEMENTAL PRODUCTION (1.4)		
7/15/2019 DBS	REVIEW REPLY BRIEF (.4); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO FARAG (.1)	0.70 450.00/hr	315.00
7/16/2019 DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE TO FARAG (.1)	0.40 450.00/hr	180.00
7/17/2019 DBS	REVIEW DISCOVERY DOCUMENTS (.3); TELEPHONE CONVERSATION(S) WITH DUVAN-CLARKE RE MEET AND CONFER (1.9); CORRESPONDENCE FROM DUVAN-CLARKE (.3); CORRESPONDENCE FROM HOSMILLO (.2); REVIEW INVOICES (.2); CORRESPONDENCE FROM DUVAN (.3); CORRESPONDENCE TO DUVAN (.1); REVIEW HEARING NOTICE (.2)	3.50 450.00/hr	1,575.00
7/18/2019 DBS	REVIEW TENTATIVE RULING (.2); REVIEW PLEADINGS (.3); PREPARE FOR HEARING (.8); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE TO CONOR (.1)	1.50 450.00/hr	675.00
7/19/2019 DBS	CORRESPONDENCE FROM CONOR RE IVESTER, WOLAN (.4); APPEARANCE AT HEARING (3.7); CORRESPONDENCE FROM COHEN (.2); REVIEW NOTICE OF RULING (.2); REVIEW WOLAN EMAILS (1.8); REVIEW TENTATIVE (.2)	6.50 450.00/hr	2,925.00
7/21/2019 DBS	CORRESPONDENCE FROM DUVAN (.3); CORRESPONDENCE TO DUVAN (.2); REVIEW WOLAN EMAILS (2.1)	2.60 450.00/hr	1,170.00
7/22/2019 DBS	CORRESPONDENCE TO COHEN (.2); COMPILE DOCUMENT PRODUCTION RE WOLAN (1.4); CORRESPONDENCE FROM DUVAN (.5);	3.70 450.00/hr	1,665.00

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August 23, 2019 CHASE METALS, INC. Page 4

In Reference To: CHASE METALS vs

BENAVIDEZ

	-	Hrs/Rate	Amount
	TELEPHONE CONVERSATION(S) WITH DUVAN (.6); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO FIELDS (.2); CORRESPONDENCE TO CLIENTS (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.2); TELEPHONE CONVERSATION(S) WITH DUVAN (.4)		
7/23/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); REVIEW DEPOSITION NOTICE FOR ASHER (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM CONOR RE 1099s (.2); CORRESPONDENCE FROM FIELDS (.1); REVIEW MINUTE ORDER (.1); REVIEW WOLAN EMAILS (1.6)	2.40 450.00/hr	1,080.00
7/24/2019 DBS	CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE FROM DUVAN (.2); REVIEW IVESTER DISCOVERY (.4); CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM SHAREEF (.1)	1.40 450.00/hr	630.00
7/25/2019 DBS	REVIEW WOLAN EMAILS (2.6)	2.60 450.00/hr	1,170.00
7/26/2019 DBS	CORRESPONDENCE FROM FIELDS (.3); PREPARE DOCUMENTS TO PRODUCE RE WOLAN (.8); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO FIELDS (.1)	1.50 450.00/hr	675.00
7/27/2019 DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.2)	0.30 450.00/hr	135.00
7/29/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); REVIEW CASE MANAGEMENT CONFERENCE STATEMENT (.2); REVIEW PROPOSED DISCOVERY RESPONSES (WOLAN) (.4); CORRESPONDENCE FROM CLERK (.1);	1.60 450.00/hr	720.00

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CHASE METALS, INC. August 23, 2019 Page 5

In Reference To: CHASE METALS vs **BENAVIDEZ**

	<u>-</u>	Hrs/Rate	Amount
	REVIEW NOTICE OF RULING (.2); REVIEW AMENDED NOTICE OF DEPOSITION (.1); REVIEW IVESTER DISCOVERY (.4)		
7/30/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); REVIEW CASE MANAGEMENT CONFERENCE STATEMENT (.1)	0.20 450.00/h	90.00 r
7/31/2019 DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO FIELDS (.1)	0.40 450.00/h	180.00 r
For p	rofessional services rendered	63.00	\$28,350.00
Addit	ional Charges :		
	CTRONIC FILING FEE - OPPOSITION TO WOLAN OMPEL	MOTION	6.75
POST	CAGE - PRIORITY MAIL x 6 @ \$6.95 = \$41.70		41.70
7/9/2019 POST	CAGE - PRIORITY MAIL - 1 @ 7.42		7.42
ELEC	CTRONIC FILING FEE - AMENDED PROOF OF SE	RVICE	6.75
6/30/2019 COPI	ES/SCANS		159.60
7/31/2019 COPI	ES/SCANS		273.60
7/5/2019 ONL	INE RESEARCH COSTS		61.46
7/7/2019 ONL	INE RESEARCH COSTS		27.60
7/8/2019 ONL	INE RESEARCH COSTS		48.80

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CHASE METALS, INC.	August 23, 2019
In Reference To: CHASE METALS vs	Page 6
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	Amount
7/12/2019 ONLINE RESEARCH COSTS	2.39
Total costs	\$636.07
Total amount of this bill	\$28,986.07
Previous balance	\$26,435.80
7/26/2019 Payment - thank you	(\$11,300.40)
Total payments and adjustments	(\$11,300.40)
Balance due	\$44,121.47

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 September 25, 2019 Invoice No. 24447

For Professional Services Rendered Through: August 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	-	Hrs/Rate	Amount
8/2/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO CONOR (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.4); CORRESPONDENCE FROM FARAG (.1)	0.80 450.00/hr	360.00
8/5/2019 DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM FIELDS (.2); TELEPHONE CONVERSATION(S) WITH COHEN (.5)	0.90 450.00/hr	405.00
8/6/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); REVIEW DEPOSITION PREPARATION OUTLINE (.3); CORRESPONDENCE TO FIELDS (.2); CORRESPONDENCE FROM CONOR (.2)	0.90 450.00/hr	405.00
8/7/2019 DBS	CORRESPONDENCE FROM FARAG (.2); TELEPHONE CONVERSATION(S) WITH COHEN (.4); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE FROM COHEN (.4); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM SIMON (.1);	5.10 450.00/hr	2,295.00

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CHASE METALS, INC.

September 25, 2019

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BENAVIDEZ

	<u>-</u>	Hrs/Rate	Amount
	CORRESPONDENCE TO COHEN (.4); CORRESPONDENCE TO FIELDS (.3); DRAFT/REVISE SUPPLEMENTAL RESPONSES RE WOLAN, IVESTER (2.9)		
8/8/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM CONOR (.4); CORRESPONDENCE FROM SIMON (.3); CORRESPONDENCE FROM COHEN (.4); CORRESPONDENCE TO COHEN (.4); RESEARCH RE PRINCIPAL vs AGENT (.5); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FIELDS (.1); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO CLIENTS (.2); DRAFT/REVISE SUPPLEMENTAL RESPONSES RE WOLAN, IVESTER (1.4)	4.30 450.00/hr	1,935.00
8/9/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (IVESTER) (1.2); DRAFT/REVISE WOLAN DISCOVERY RESPONSES (1.0)	2.20 450.00/hr	990.00
8/12/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM CONOR (.4); CORRESPONDENCE FROM DUVAN (.2)	0.80 450.00/hr	360.00
8/13/2019 DBS	CORRESPONDENCE FROM FIELDS (.4); CORRESPONDENCE TO FIELDS (.3); REVIEW RESPONSES TO WOLAN DISCOVERY (.3); CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE TO FIELDS (.4); CORRESPONDENCE FROM FARAG (.1)	1.90 450.00/hr	855.00
8/14/2019 DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM KRAMER (.2)	0.80 450.00/hr	360.00

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CHASE METALS, INC. September 25, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

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		Hrs/Rate	Amount
8/15/2019 DBS	CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO KRAMER (.1)	1.00 450.00/hr	450.00
8/16/2019 DBS	CORRESPONDENCE TO FIELDS (.1)	0.10 450.00/hr	45.00
8/19/2019 DBS	REVIEW DISCOVERY REPONSES (.4); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM FIELDS (.1); REVIEW MEET-AND-CONFER LETTER, DISCOVERY (.3)	1.00 450.00/hr	450.00
8/20/2019 DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM FIELDS (.2); REVIEW WOLAN DISCOVERY RESPONSES (.3); CORRESPONDENCE FROM CONOR (.3); CORRESPONDENCE FROM BATASHVILI (.1); CORRESPONDENCE TO FIELDS (.3); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO KRAMER (.1); DRAFT/REVISE IVESTER DISCOVERY RESPONSES (3.7); CORRESPONDENCE TO COHEN (.2)	5.70 450.00/hr	2,565.00
8/21/2019 DBS	CORRESPONDENCE FROM KRAMER (.4); REVIEW FILE (.4); DRAFT/REVISE DISCOVERY RESPONSES (2.8); CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE FROM FIELDS (.2); TELEPHONE CONVERSATION(S) WITH FIELDS (.3); RESEARCH RE DYNAMEX, VASQUEZ (.4); MEETING WITH CLIENTS RE DEPOSITION PREPARATION (5.2); CORRESPONDENCE TO CONOR (.1);	10.30 450.00/hr	4,635.00

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CHASE METALS, INC. In Reference To: CHASE METALS vs

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	_	Hrs/Rate	Amount
	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO FIELDS (.1)		
8/22/2019 DBS	PREPARE FOR, APPEARANCE AT DEPOSITION OF ASHER (7.6)	7.60 450.00/hr	3,420.00
8/23/2019 DBS	REVIEW DISCOVERY RESPONSES (.3)	0.30 450.00/hr	135.00
8/25/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (2.7)	2.70 450.00/hr	1,215.00
8/26/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); REVIEW MEET-AND-CONFER LETTER, DISCOVERY (.3); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM SIMON (.1); DRAFT/REVISE DISCOVERY RESPONSES (1.2)	2.00 450.00/hr	900.00
8/27/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (IVESTER) (1.7); RESEARCH RE VIOLATIONS OF CRIMINAL STATUTES BY DEFENDANTS (1.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO COHEN (.2); CORRESPONDENCE TO CLIENTS RE WOLAN SETTLEMENT DEMAND (.2)	3.50 450.00/hr	1,575.00
8/28/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM ASHER (.1); TELEPHONE CONVERSATION(S) WITH COHEN (.6); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO KRAMER (.1); DRAFT/REVISE DISCOVERY RESPONSES (3.7)	4.80 450.00/hr	2,160.00
8/29/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (4.8); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE TO SOOFI (.1);	5.50 450.00/hr	2,475.00

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CHASE METALS, INC.
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September 25, 2019

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	-	Hrs/Rate	Amount
	CORRESPONDENCE FROM SOOFI (.1); CORRESPONDENCE TO KRAMER (.2)		
8/30/2019 DBS	CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE DISCOVERY RESPONSES (.9); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM KRAMER (.1)	2.20 450.00/hi	990.00
8/31/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (1.3)	1.30 450.00/hr	585.00
For p	rofessional services rendered	65.70	\$29,565.00
Addit	ional Charges :		
	ELLANEOUS CHARGES - PER COURT ORDER T AR & COHEN LLP	O	3,000.00
8/9/2019 POST	AGE - DISCOVERY RESPONSES		22.42
8/31/2019 COPI	ES/SCANS		128.40
8/22/2019 PARK	KING CHARGES		36.00
Total	costs		\$3,186.82
Total	amount of this bill		\$32,751.82
Previo	ous balance		\$44,121.47
9/3/2019 Payme	nt - thank you	_	(\$44,121.47)
Total	payments and adjustments		(\$44,121.47)

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CHASE METALS, INC. September 25, 2019

In Reference To: CHASE METALS vs

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BENAVIDEZ

Balance due

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 85 of 454 PageID 6076

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER 16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436-2152

TELEPHONE (818) 990-9700

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 October 31, 2019 Invoice No. 24480

For Professional Services Rendered Through: September 30, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
9/2/2019 DBS	CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE IVESTER DISCOVERY RESPONSES (4.8)	4.90 450.00/hr	2,205.00
9/3/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE TO CLIENTS RE DISCOVERY RESPONSES (.2); PREPARE DISCOVERY RESPONSES FOR SERVICE (.1)	0.50 450.00/hr	225.00
9/4/2019 DBS	CORRESPONDENCE FROM FIRST LEGAL (.1); REVIEW STIPULATION AND ORDER (.1)	0.20 450.00/hr	90.00
9/5/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); DRAFT/REVISE DISCOVERY REQUESTS TO BENAVIDEZ (2.1)	2.20 450.00/hr	990.00
9/6/2019 DBS	CORRESPONDENCE FROM LUCAS (.3); CORRESPONDENCE FROM SOOFI (.1); CORRESPONDENCE FROM CONOR RE	0.80 450.00/hr	360.00

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October 31, 2019 CHASE METALS, INC. Page 2

In Reference To: CHASE METALS vs **BENAVIDEZ**

	_	Hrs/Rate	Amount
	SAFEGUARD (.2); CORRESPONDENCE TO CLIENTS (.2)		
9/8/2019 DBS	REVIEW STIPULATION RE CONTINUANCE OF CASE MANAGEMENT CONFERENCE (.2)	0.20 450.00/hr	90.00
9/9/2019 DBS	CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM KIRSCHNER RE CEASE AND DESIST (.1); CORRESPONDENCE FROM CONOR (.1)	0.30 450.00/hr	135.00
9/10/2019 DBS	CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM COHEN (.3); CORRESPONDENCE TO COHEN (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.7); CORRESPONDENCE TO CLIENTS (.3); REVIEW TMTE SUPPLEMENTAL RESPONSES TO WOLAN DISCOVERY (.3)	1.80 450.00/hr	810.00
9/11/2019 DBS	REVIEW TMTE DISCOVERY RESPONSES (.4); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE TO CLIENTS (.7); RESEARCH RE SAME (.3); CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FARAG (.2)	2.00 450.00/hr	900.00
9/12/2019 DBS	CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM ROSENTHAL (.1); RESEARCH RE PREVAILING PARTY ISSUES (.4); TELEPHONE CONVERSATION(S) WITH CLIENTS AND CO-COUNSEL (.8); CORRESPONDENCE TO CONOR (.1)	1.50 450.00/hr	675.00
9/13/2019 DBS	CORRESPONDENCE FROM CLERK (.1); PREPARE REQUEST FOR DISMISSAL (WOLAN) (.1)	0.20 450.00/hr	90.00

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October 31, 2019 CHASE METALS, INC. Page 3

In Reference To:	CHASE METALS vs
	BENAVIDEZ

	<u>-</u>	Hrs/Rate	Amount
9/16/2019 DBS	CORRESPONDENCE FROM FIELDS (.3); REVIEW MEET AND CONFER LETTER (.2); CORRESPONDENCE TO FIELDS (.1)	0.60 450.00/hr	270.00
9/17/2019 DBS	CORRESPONDENCE TO KRAMER (.2); RESEARCH RE STATE BAR RULE 4.2 (.3); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO CLIENTS (.4); DRAFT/REVISE CEASE AND DESIST LETTER (.9); CORRESPONDENCE TO SPELLANE (.2); RESEARCH RE SAFEGUARD METALS (.2)	2.70 450.00/hr	1,215.00
9/18/2019 DBS	DRAFT/REVISE NOTICE OF RELATED CASE (.2); FILE SAME (.1); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE FROM LUCAS (.2)	0.60 450.00/hr	270.00
9/23/2019 DBS	CORRESPONDENCE FROM CLERK (.1)	0.10 450.00/hr	45.00
DBS	CORRESPONDENCE FROM COHEN (.1); REVIEW MEMO OF COSTS (.1); CORRESPONDENCE FROM KRAMER (.1)	0.30 450.00/hr	135.00
9/25/2019 DBS	CORRESPONDENCE FROM HILL (.1); CORRESPONDENCE TO SOLTMAN (.1); CORRESPONDENCE FROM SOLTMAN (.2)	0.40 450.00/hr	180.00
For p	rofessional services rendered	19.30	\$8,685.00

CHASE METALS, INC. October 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ Page 4

Additional Charges:

	Amount
9/3/2019 POSTAGE - DISCOVERY RESPONSES VIA PRIORITY MAIL - 7 @ \$7.35 = \$51.45	51.45
9/18/2019 ELECTRONIC FILING FEE - NOTICE OF RELATED CASE	6.75
9/13/2019 ELECTRONIC FILING FEE - REQUEST FOR DISMISSAL RE DAVID WOLAN	6.75
9/17/2019 OVERNIGHT MAIL TO JEFFREY SANTULAN, SAFEGUARD META	LS 20.68
9/11/2019 ONLINE RESEARCH COSTS	53.97
9/30/2019 COPIES/SCANS	146.00
Total costs	\$285.60
Total amount of this bill	\$8,970.60
Previous balance \$5	32,751.82
Balance due \$4	41,722.42

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 89 of 454 PageID 6080

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 November 25, 2019 Invoice No. 24506

For Professional Services Rendered Through: October 31, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Professional Services

	-	Hrs/Rate	Amount
10/1/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE TO CLIENTS (.1)	0.30 450.00/hr	135.00
10/3/2019 DBS	CORRESPONDENCE FROM GOLDMAN (.3); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE TO GOLDMAN (.4); CORRESPONDENCE TO CLIENTS (.2)	1.20 450.00/hr	540.00
10/4/2019 DBS	CORRESPONDENCE FROM CLERK RE MINUTE ORDER (.1)	0.10 450.00/hr	45.00
10/7/2019 DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM CLERK RE RELATED CASES (.2); CORRESPONDENCE TO CONOR (.1)	0.70 450.00/hr	315.00

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CHASE METALS, INC. In Reference To: CHASE METALS vs November 25, 2019

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BENAVIDEZ

	-	Hrs/Rate	Amount
10/8/2019 DBS	CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM MARTINEZ (.1); CORRESPONDENCE TO FARAG (.1)	0.70 450.00/hr	315.00
10/14/2019 DBS	CORRESPONDENCE FROM FARAG (.3); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO FARAG (.3)	0.70 450.00/hr	315.00
10/15/2019 DBS	REVIEW TMTE DISCOVERY RESPONSES (.4)	0.40 450.00/hr	180.00
10/16/2019 DBS	CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO KRAMER (.1); TELEPHONE CONVERSATION(S) WITH CONOR, BAKER ATTORNEYS (.9)	1.20 450.00/hr	540.00
10/17/2019 DBS	CORRESPONDENCE FROM KRAMER (.5)	0.50 450.00/hr	225.00
10/21/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO CLIENTS (.1)	0.50 450.00/hr	225.00
10/23/2019 DBS	CORRESPONDENCE FROM KRAMER (.2); REVIEW MOTION TO COMPEL, SUPPORTING DOCUMENTS (.4); CORRESPONDENCE FROM FARAG (.4); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM SUZUKI (.1); CORRESPONDENCE TO FARAG (.2)	1.40 450.00/hr	630.00
10/24/2019 DBS	CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM REPORTER (.1); CORRESPONDENCE TO CLIENTS (.1); REVIEW MOTION TO COMPEL (.4); CORRESPONDENCE	0.90 450.00/hr	405.00

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CHASE METALS, INC.
In Reference To: CHASE METALS vs

November 25, 2019

In Reference To: CHASE METALS vs BENAVIDEZ

Page 3

		-	Hrs/Rate	Amount
		FROM KRAMER (.1); REVIEW CORRESPONDENCE TO KRAMER (.1)		
10/27/2019	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10 450.00/hr	45.00
10/28/2019	DBS	DRAFT/REVISE DISCOVERY REQUESTS TO IVESTER, SPELLANE (6.7); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM CONOR (.1); RESEARCH RE GOLD GATE (.2)	7.40 450.00/hr	3,330.00
10/29/2019	DBS	CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM KRAMER (.1); REVIEW DEPOSITION NOTICES FOR ASHER, BATASHVILI, NORRIS, SACHS (.3); CORRESPONDENCE FROM JANNEY (.1); REVIEW NOTICE OF ASSOCIATION (.1); CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM CONOR (.2)	1.10 450.00/hr	495.00
10/30/2019	DBS	TELEPHONE CONVERSATION(S) WITH CONOR, FARAG (.5); CORRESPONDENCE FROM FARAG (.2)	0.70 450.00/hr	315.00
10/31/2019	DBS	DRAFT/REVISE DISCOVERY REQUESTS (4.7); CORRESPONDENCE TO CLIENT (.1)	4.80 450.00/hr	2,160.00
	For p	rofessional services rendered	22.70	\$10,215.00
	Addit	ional Charges:		
10/31/2019	COPI	ES/SCANS		128.00
	Total	costs		\$128.00
	Total	amount of this bill		\$10,343.00

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CHASE METALS, INC.

In Reference To: CHASE METALS vs

November 25, 2019

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In Reference To: CHASE METALS vs BENAVIDEZ

	Amount
Previous balance	\$41,722.42
11/13/2019 Payment - thank you	(\$32,751.82)
Total payments and adjustments	(\$32,751.82)
Balance due	\$19,313.60

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318, Filed 09/28/21 Page 93 of 454 PageID 6084

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 23, 2019
Statement No. 314
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

11/01/2019	DBS	CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE	Hours	Amount
11/01/2019	DBO	TO CONOR (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO FARAG (.1); DRAFT/REVISE		
		DISCOVERY REQUESTS (3.7); CORRESPONDENCE FROM FARAG (.1)	4.20	1,890.00
11/02/2019	DBS	CORRESPONDENCE FROM FARAG (.1); DRAFT/REVISE DISCOVERY REQUESTS TO IVESTER, SPELLANE (5.4)	5.50	2,475.00
11/03/2019	DBS	DRAFT/REVISE DISCOVERY REQUESTS (1.2); RESEARCH ISSUES RE IVESTER MOTION TO COMPEL (.9); DRAFT/REVISE MEMO OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION TO COMPEL (1.7)	3.80	1,710.00
11/04/2019	DBS	CORRESPONDENCE FROM CLIENT (.4); CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE TO ALL COUNSEL (.3); DRAFT/REVISE DISCOVERY REQUESTS TO IVESTER (1.1); TELEPHONE CONFERENCE WITH CLIENT (.2); CORRESPONDENCE FROM FARAG (.2); DRAFT/REVISE OPPOSITION TO MOTION TO COMPEL, SEPARATE STATEMENT (3.4; FILE SAME (.2); DRAFT/REVISE NOTICES OF DEPOSITION (.2); CORRESPONDENCE FROM CLERK (.1)	6.30	2,835.00
11/05/2019	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM CLERK (.1)	0.30	135.00
11/06/2019	DBS	CORRESPONDENCE FROM COHEN (.2)	0.20	90.00
11/08/2019	DBS	REVIEW REPLY BRIEF (.2); REVIEW SEPARATE STATEMENT (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CLIENTS (.3)	0.80	360.00
11/12/2019	DBS	CORRESPONDENCE FROM FARAG (.2); REVIEW OBJECTIONS TO DEPOSITIONS (.3); CORRESPONDENCE FROM CONOR (.1)	0.60	270.00
11/13/2019	DBS	CORRESPONDENCE FROM SHAREEF (.2); REVIEW REVISED OBJECTIONS TO DEPOSITIONS (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM SIMON (.1);		

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CHASE METALS, INC. Statement Date: 12/23/2019 Account No. 117.00 Statement No. 314 RE: CHASE METALS vs BENAVIDEZ Page No. 2 Hours Amount

		CORRESPONDENCE FROM SUZUKI (.1); CORRESPONDENCE	Hours	Amount
		FROM CONOR (.1); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO FARAG (.2)	1.20	540.00
11/15/2019	DBS	CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM JANNEY (.2); CORRESPONDENCE FROM KRAMER (.3); REVIEW MOTIONS FOR SUMMARY JUDGMENT (.5); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO CONOR (.1); REVIEW TENTATIVE RULING (.2)	2.00	900.00
11/18/2019	DBS	APPEARANCE AT HEARING ON MOTION TO COMPEL (2.9); TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR (.2)	3.50	1,575.00
11/19/2019	DBS	CORRESPONDENCE TO CHIASSON (.2); CORRESPONDENCE FROM CHIASSON (.3); TELEPHONE CONFERENCE WITH CHIASSON (.2); TELEPHONE CONFERENCE WITH RASBURY (.1); TELEPHONE CONFERENCE WITH WERNER (.1); CORRESPONDENCE TO RASBURY (.1); CORRESPONDENCE TO WERNER (.1); CORRESPONDENCE TO CONOR (.1)	1.20	540.00
11/20/2019	DBS	CORRESPONDENCE FROM RASBURY (.2); CORRESPONDENCE TO RASBURY (.2); DRAFT/REVISE DECLARATION OF RASBURY (.9); REVIEW FILE (.2); CORRESPONDENCE FROM CHIASSON (.1)	1.60	720.00
11/21/2019	DBS	CORRESPONDENCE FROM SIGNATURE RE RESCHEDULED MEDIATION (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO RASBURY (.2); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM COHEN (.1); DRAFT/REVISE RASBURY DECLARATION (.6); TELEPHONE CONFERENCE WITH CONOR (.4)	1.80	810.00
11/22/2019	DBS	CORRESPONDENCE FROM ROSENTHAL (.7); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM SIGNATURE (.1); CORRESPONDENCE FROM RASBURY (.1); DRAFT/REVISE RASBURY DECLARATION (.3); CORRESPONDENCE TO RASBURY (.1); CORRESPONDENCE TO ROSENTHAL (.1); TELEPHONE CONFERENCE WITH RASBURY (.3)	2.50	1,125.00
11/25/2019	DBS	CORRESPONDENCE FROM ROSENTHAL (.6); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO ROSENTHAL (.1)	1.40	630.00

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CHASE METALS, INC.

117.00

\$66.78

Total Expenses

RE: CHASE METALS vs BENAVIDEZ

Account No.

11/04/2019

Hours Amount CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE 11/26/2019 DBS FROM SHAREEF (.2); CORRESPONDENCE TO GOLDMAN (.1); TELEPHONE CONFERENCE WITH ROSENTHAL, FARAG (.8); 2.00 TELEPHONE CONFERENCE WITH ALL COUNSEL (.8) 900.00 11/27/2019 DBS CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM ROSENTHAL (.5); CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM SIMON (.1); TELEPHONE CONFERENCE WITH CLERK (.2); CORRESPONDENCE TO ROSENTHAL (.1) 1.60 720.00 40.50 For Current Services Rendered 18,225.00 Expenses 11/04/2019 POSTAGE - 9 X \$1.75 = \$15.75 - RE OPPOSITION TO MOTION TO

Advances

POSTAGE - DISCOVERY REQUESTS - PRIORITY MAIL - 9 @ \$7.42 =

COMPEL FURTHER RESPONSES, etc.

11/03/2019	ONLINE RESEARCH	18.36
11/04/2019	ELECTRONIC FILING FEE - MEMO OF POINTS AND AUTHORITIES	
	AND SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO	
	MOTION TO COMPEL RE IVESTER	6.75
11/04/2019	ONLINE RESEARCH	37.22
11/08/2019	ONLINE RESEARCH	6.97
11/30/2019	SCANS / COPIES	85.60
	Total Advances	154.90

Total Current Work 18,462.43

Previous Balance \$19,313.60

Balance Due \$37,776.03

This statement reflects new fees through 11/30/2019 and costs through 12/23/2019.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Statement No.

Page No.

314

3

15.75

66.78

82.53

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 29, 2020
Statement No. 605
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

40/00/0040	550		Hours	Amount
12/03/2019	DBS	CORRESPONDENCE FROM FARAG (.4); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO ROSENTHAL, FARAG, CONOR (.4); TELEPHONE CONFERENCE WITH ALL COUNSEL (.9); CORRESPONDENCE FROM KRAMER (.1);		
		REVIEW REVISIONS TO STIPULATION (.2)	2.20	990.00
12/04/2019	DBS	CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM CONOR (.1)	0.20	90.00
12/05/2019	DBS	CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM FARAG (.3); CORRESPONDENCE FROM ROSENTHAL (.3); CORRESPONDENCE FROM GOLDMAN (.1); REVIEW DRAFT STIPULATION (.2); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE TO GOLDMAN (.1)	1.60	720.00
12/06/2019	DBS	CORRESPONDENCE FROM FARAG (.3); CORRESPONDENCE TO FARAG (.2)	0.50	225.00
12/09/2019	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM KRAMER (.1); TELEPHONE CONFERENCE WITH CONOR (.2)	0.90	405.00
12/10/2019	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM COHEN (.3); CORRESPONDENCE FROM FARAG (.5)	1.00	450.00
12/11/2019	DBS	CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE FROM ZICARI (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE FROM FARAG (.2); REVIEW NEW STIPULATION (.2)	1.30	585.00
12/12/2019	DBS	CORRESPONDENCE FROM MOONHEY (.2); CORRESPONDENCE FROM FARAG (.2)	0.40	180.00
12/16/2019	DBS	CORRESPONDENCE FROM SHAREEF (.1)	0.10	45.00

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 CHASE METALS, INC.
 Statement Date: 01/29/2020

 Account No.
 117.00
 Statement No.
 605

 RE: CHASE METALS vs BENAVIDEZ
 Page No.
 2

 Hours
 Amount

 /17/2019
 DBS
 CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE

 FROM FARAG (.1): REVIEW ORDER ON STIPULATION (.1)
 0.30
 135.00

			Hours	Amount
12/17/2019	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM FARAG (.1); REVIEW ORDER ON STIPULATION (.1)	0.30	135.00
12/18/2019	DBS	CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM CONOR (.1); DRAFT/REVISE DECLARATION OF CHIASSON (.9); DRAFT/REVISE DECLARATION OF WERNER (.8); REVIEW FILE (.3); CORRESPONDENCE TO CONOR (.1)	2.50	1,125.00
12/19/2019	DBS	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE DECLARATIONS OF WERNER, CHIASSON (.7); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO CHIASSON (.2); CORRESPONDENCE TO WERNER (.1)	1.80	810.00
12/20/2019	DBS	CORRESPONDENCE FROM ROSENTHAL (.1); CORRESPONDENCE TO ROSENTHAL (.1); CONFERENCE CALL (.9)	1.10	495.00
12/23/2019	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM GOLDMAN (.1)	0.40	180.00
12/26/2019	DBS	CORRESPONDENCE FROM SHAREEF (.1); TELEPHONE CONFERENCE WITH CHIASSON (.4); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM CONOR (.1); TELEPHONE CONFERENCE WITH RASBURY (.3); TELEPHONE CONFERENCE WITH WERNER (.3); REVIEW DECLARATIONS (.2); CORRESPONDENCE FROM CHIASSON (.1); CORRESPONDENCE TO RASBURY (.2); DRAFT/REVISE RASBURY DECLARATION (.2); CORRESPONDENCE TO CHIASSON (.4); CORRESPONDENCE TO WERNER (.1)	2.50	1,125.00
12/27/2019	DBS	CORRESPONDENCE FROM ROSENTHAL (.3); CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONFERENCE WITH RASBURY (.3); TELEPHONE CONFERENCE WITH FOGEL (.3); CORRESPONDENCE FROM RASBURY (.2); CORRESPONDENCE FROM VARTAN (.1); CORRESPONDENCE TO ROSENTHAL (.2); CORRESPONDENCE TO RASBURY (.3); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO FOGEL (.1)	2.10	945.00
12/30/2019	DBS	CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM RASBURY (.4); TELEPHONE CONFERENCE WITH RASBURY (.4); DRAFT/REVISE CORRESPONDENCE TO KRAMER (1.2); DRAFT/REVISE CORRESPONDENCE TO BENAVIDEZ/GOLDMAN (.9); REVIEW FILE, DISCOVERY EVIDENCE (1.4); TELEPHONE CONFERENCE WITH FOGEL (.3); TELEPHONE CONFERENCE WITH CONOR (.2); TELEPHONE CONFERENCE WITH REYNOLDS (.3); TELEPHONE CONFERENCE WITH RATHMANN (.1); CORRESPONDENCE TO SHAREEF (.4); CORRESPONDENCE		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 98 of 454 PageID 6089 Statement Date: 01/29/2020

CHASE METALS, INC.

Account No. 117.00 Statement No. 605 RE: CHASE METALS vs BENAVIDEZ Page No. Hours Amount TO CLIENTS (.4); CORRESPONDENCE TO RASBURY (.4); DRAFT/REVISE RASBURY DECLARATION (.5) 7.10 3,195.00 12/31/2019 DRAFT/REVISE CORRESPONDENCE TO KRAMER (2.7); DBS DRAFT/REVISE CORRESPONDENCE TO GOLDMAN (2.6); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM SHAREEF (.1); TELEPHONE CONFERENCE WITH FOGEL (.2); CORRESPONDENCE FROM FOGEL (.1); CORRESPONDENCE TO RASBURY (.1); CORRESPONDENCE FROM RASBURY (.2); CORRESPONDENCE FROM ROSENTHAL (.3); TELEPHONE CONFERENCE WITH CONOR (.4); TELEPHONE CONFERENCE WITH SACHS (.2); CORRESPONDENCE TO RASBURY (.4); CORRESPONDENCE TO CONOR (.1) 7.60 3,420.00 For Current Services Rendered 33.60 15,120.00 Expenses 11/07/2019 COURTCALL TELEPHONIC APPEARANCE 94.00 94.00 **Total Expenses** Advances 12/31/2019 ONLINE RESEARCH 9.93 9.93 **Total Advances Total Current Work** 15,223.93 **Previous Balance** \$37,776.03 **Balance Due** \$52,999.96

> This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 28, 2020 Statement No. 1174 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

			Hours	Amount
01/27/2020	DBS	REVIEW MOTIONS FOR SUMMARY JUDGMENT OF IVESTER AND SPELLANE (.5); RESEARCH RE SAME (.6); CONFERENCE		
		CALL WITH CLIENTS, ROSENTHAL, FARAG (.7)	1.80	810.00
01/29/2020	DBS	TELEPHONE CONFERENCE WITH CASTILLO, GRANT, NAVA, KWON (.2); CORRESPONDENCE TO NAVA (.2); CORRESPONDENCE TO GRANT (.1); CORRESPONDENCE TO KWON (.1); CORRESPONDENCE TO CASTILLO (.2);		
		CORRESPONDENCE TO CONOR (.1)	0.90	405.00
		For Current Services Rendered	2.70	1,215.00
		Advances		
01/27/2020		SCANS / COPIES		11.80
		Total Advances		11.80
		Total Current Work		1,226.80
		Previous Balance		\$52,999.96
		<u>Payments</u>		
02/03/2020		PAYMENT - THANK YOU!		-25,000.00
		Balance Due		\$29,226.76

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 100 of 454 PageID 6091

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 30, 2020
Statement No. 1316
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

02/03/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE	Hours	Amount
02/03/2020	ספט	FROM RODRIGUEZ (.1); CORRESPONDENCE TO CASTILLO (.2); CORRESPONDENCE TO KWON (.1)	0.60	270.00
02/04/2020	DBS	CORRESPONDENCE FROM FARAG (.1)	0.10	45.00
02/05/2020	DBS	CORRESPONDENCE FROM RODRIGUEZ (.1)	0.10	45.00
02/06/2020	DBS	TELEPHONE CONFERENCE WITH GRANT (.5); CORRESPONDENCE FROM TERRANOVA (.1); CORRESPONDENCE TO CLIENTS (.3); REVIEW MOTIONS TO WITHDRAW (.3)	1.20	540.00
02/09/2020	DBS	DRAFT/REVISE MEDIATION BRIEF (2.2); REVIEW ALL FILES (.8)	3.00	1,350.00
02/10/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE TO CONOR (.2)	0.40	180.00
02/12/2020	DBS	DRAFT/REVISE MEDIATION BRIEF (3.2); TELEPHONE CONFERENCE WITH NAVA (.4)	3.60	1,620.00
02/13/2020	DBS	DRAFT/REVISE MEDIATION BRIEF (1.9); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM CASTILLO (.3); DRAFT/REVISE CASTILLO DECLARATION (.7); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO CASTILLO (.2); COLLATE ALL EXHIBITS (.5); REVIEW ALL FILES (1.1); CORRESPONDENCE FROM BERSHAD (.2)	5.20	2,340.00
02/14/2020	DBS	CORRESPONDENCE FROM HIEN (.1); REVIEW BAKER MEDIATION BRIEF (.5); CORRESPONDENCE FROM MARTINEZ (.1); CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE TO MEISINGER (.2); DRAFT/REVISE MEDIATION BRIEF (2.2)	3.20	1,440.00
02/15/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE TO CLIENTS (.1)	0.30	135.00
02/16/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE		

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Statement Date: 03/30/2020 CHASE METALS, INC. 117.00 Statement No. Account No. 1316 RE: CHASE METALS vs BENAVIDEZ Page No. Hours Amount FROM FARAG (.2); CORRESPONDENCE TO CONOR (.2) 0.60 270.00 APPEARANCE AT MEDIATION; MEETING WITH CLIENTS, 02/17/2020 DBS ROSENTHAL, FARAG, MADOYAN, ALL OPPOSING COUNSEL (12.6)12.60 5,670.00 02/18/2020 DBS CORRESPONDENCE FROM MADOYAN RE WOLAN SETTLEMENT AGREEMENT (.2); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM COURTCALL (.1) 0.50 225.00 02/20/2020 DBS CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO KRAMER (.1) 0.60 270.00 02/21/2020 DBS APPEARANCE AT HEARING (1.1); TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE FROM ROSENTHAL (.3); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CLIENTS (.1) 1.90 855.00 02/24/2020 DBS **REVIEW NOTICES OF DEPOSITION (.2)** 0.20 90.00 02/26/2020 DBS CORRESPONDENCE TO CONOR (.2) 0.20 90.00 02/27/2020 DBS CORRESPONDENCE FROM SIMON (.1) 0.10 45.00 02/28/2020 DBS CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO FARAG (.1); DRAFT/REVISE DEPOSITION NOTICES TO NESTER, SPELLANE AND BENAVIDEZ (1.4) 1.80 810.00 For Current Services Rendered 36.20 16.290.00 Expenses 02/28/2020 Postage (\$2.20 x 8= \$17.60) 17.60 17.60 Total Expenses Advances 02/12/2020 ONLINE RESEARCH 11.20 02/29/2020 SCANS / COPIES 132.00 **Total Advances** 143.20 **Total Current Work** 16,450.80 **Previous Balance** \$29,226.76 Balance Due \$45,677.56

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CHASE METALS, INC. Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement Date: 03/30/2020 Statement No. 1316 Page No. 3

This statement reflects new fees through **02/29/2020** and costs through **03/30/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 103 of 454 PageID 6094

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 26, 2020
Statement No. 1596
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

		<u></u>		
00/00/0000	DDO	DDAET/DEV/OF DEDOOITION OUDDOENA TO CAFFOLIADD	Hours	Amount
03/02/2020	DBS	DRAFT/REVISE DEPOSITION SUBPOENA TO SAFEGUARD, NOTICE TO CONSUMER (1.4); CORRESPONDENCE TO SOLTMAN (.2); SERVE SUBPOENA (.5)	2.10	945.00
03/03/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM SIMON (.1); TELEPHONE CONFERENCE WITH FARAG, ROSENTHAL, O'REILLY (.5)	0.70	315.00
03/04/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR RE DEPOSITION NOTICES (.2)	0.30	135.00
03/05/2020	DBS	CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE TO GOLDMAN (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM CONOR (.1); TELEPHONE CONFERENCE WITH GOLDMAN (.2); CORRESPONDENCE TO FARAG (.1); REVIEW NOTICE OF RULING (.2)	1.10	495.00
03/06/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM GOLDMAN (.1); TELEPHONE CONFERENCE WITH CONOR (.1); TELEPHONE CONFERENCE WITH KRAMER (.2)	0.60	270.00
03/09/2020	DBS	DRAFT/REVISE DEPOSITION SUBPOENA TO SAFEGUARD METALS (1.3); CORRESPONDENCE TO SOLTMAN (.1); CORRESPONDENCE FROM SOLTMAN (.1); TELEPHONE CONFERENCE WITH SOLTMAN (.4); TELEPHONE CONFERENCE WITH FARAG, ROSENTHAL, O'REILLY (.5); TELEPHONE CONFERENCE WITH COUNSEL AND GOLDMAN (.4); TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE TO FARAG (.1)	3.10	1,395.00
03/13/2020	DBS	CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM FARAG (.3); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM MADOYAN (.2); REVIEW PROPOSED AGREEMENT (.3); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH COUNSEL RE DEPOSITIONS (.4); CORRESPONDENCE TO KRAMER (.2); TELEPHONE		

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Statement Date: 04/26/2020 CHASE METALS, INC. 117.00 Statement No. Account No. 1596 RE: CHASE METALS vs BENAVIDEZ Page No. Hours Amount CONFERENCE WITH CONOR (.2) 2.30 1,035.00 03/14/2020 DBS CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO KRAMER (.1) 0.20 90.00 03/15/2020 DBS CORRESPONDENCE FROM KRAMER (.4); CORRESPONDENCE TO KRAMER (.2) 0.60 270.00 03/16/2020 DBS REVIEW PROPOSED STIPULATION RE ELECTRONIC SERVICE (.2); CORRESPONDENCE FROM KRAMER (.2); 0.50 225.00 CORRESPONDENCE FROM FARAG (.1) 03/17/2020 CORRESPONDENCE FROM KRAMER (.1); TELEPHONE CONFERENCE WITH KRAMER (.2); REVIEW E-SERVICE STIPULATION (.1) 0.40 180.00 03/20/2020 DBS CORRESPONDENCE FROM FARAG (.2); REVIEW CHANGES TO E-SERVICE AGREEMENT (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE TO SOLTMAN (.1); TELEPHONE CONFERENCE WITH SOLTMAN (.3) 1.00 450.00 03/23/2020 DBS CORRESPONDENCE FROM KRAMER (.2); TELEPHONE CONFERENCE WITH KRAMER (.5); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM COHEN (.2); 540.00 1.20 CORRESPONDENCE TO COHEN (.2) 03/26/2020 DBS 0.20 90.00 CORRESPONDENCE TO CONOR (.2) 03/30/2020 DBS CORRESPONDENCE FROM KRAMER (.3); CORRESPONDENCE TO KRAMER (.2) 0.50 225.00 For Current Services Rendered 14.80 6,660.00 Expenses 03/02/2020 Postage - $($1.60 \times 10 = $16.00)$ 16.00 **Total Expenses** 16.00 Advances 03/31/2020 SCANS / COPIES 40.20 **Total Advances** 40.20 **Total Current Work** 6,716.20 **Previous Balance** \$45,677.56 **Payments** 03/04/2020 PAYMENT - THANK YOU! -25,000.00 PAYMENT - THANK YOU! - CHECK NO. 1014 04/24/2020 -2,360.61

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HASE METALS, INC. Statement Date: 04/26/2020

CHASE METALS, INC. Account No. 117.00

Account No. 117.00 Statement No. 1596 RE: CHASE METALS vs BENAVIDEZ Page No. 3

Total Payments -27,360.61

Balance Due \$25,033.15

This statement reflects new fees through **03/31/2020** and costs through **04/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 106 of 454 PageID 6097

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 26, 2020 Statement No. 1730 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

04/02/2020	DBS	CORRESPONDENCE FROM KRAMER (.1)	Hours 0.10	Amount 45.00
04/03/2020	DBS	CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM KRAMER (.5); REVIEW IVESTER DISCOVERY RESPONSES (.8); REVIEW SPELLANE DISCOVERY RESPONSES (.7)	2.50	1,125.00
04/05/2020	DBS	REVIEW STIPULATION FOR ELECTRONIC FILING (.1); CORRESPONDENCE TO KRAMER (.1)	0.20	90.00
04/06/2020	DBS	CORRESPONDENCE TO CO-COUNSEL (.3); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM KRAMER (.2); REVIEW LASC ORDERS (.2); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM ROSENTHAL (.1)	1.10	495.00
04/08/2020	DBS	CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE FROM SIMON (.1)	0.30	135.00
04/09/2020	DBS	CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO CLIENT (.1)	0.30	135.00
04/10/2020	DBS	DRAFT/REVISE AMENDED NOTICES OF DEPOSITION (.7); CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE FROM KRAMER (.1)	1.00	450.00
04/14/2020	DBS	CORRESPONDENCE FROM DUVAN (.2)	0.20	90.00
04/17/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM KRAMER RE PROTECTIVE ORDER (.2)	0.30	135.00
04/18/2020	DBS	CORRESPONDENCE TO CO-COUNSEL (.1)	0.10	45.00
04/19/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM CONOR (.1)	0.30	135.00
04/20/2020	DBS	CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE		

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CHASE METALS, INC.

Account No. 117.00 Statement Date: 05/26/2020
Statement No. 1730
RE: CHASE METALS vs BENAVIDEZ Page No. 2

		FROM KRAMER (.3); TELEPHONE CONFERENCE WITH ALL COUNSEL RE MEET-AND-CONFER (1.2); CORRESPONDENCE TO FARAG (.1); TELEPHONE CONFERENCE WITH CO-COUNSEL (.8); REVIEW ALL DISCOVERY RESPONSES, PREPARE FOR MEET-AND-CONFER (2.3)	Hours 4.80	Amount 2,160.00
		,	1.00	2,100.00
04/23/2020	DBS	REVIEW IVESTER, SPELLANE DISCOVERY RESPONSES (.7); DRAFT/REVISE MEET-AND-CONFER LETTER (2.4)	3.10	1,395.00
04/27/2020	DBS	CORRESPONDENCE TO CONOR (.2)	0.20	90.00
04/28/2020	DBS	CORRESPONDENCE FROM KRAMER RE DISCOVERY DISPUTE (.3); REVIEW FILE (.5); CORRESPONDENCE TO CLIENT (.2)	1.00	450.00
04/30/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR (.1)	0.20	90.00
		For Current Services Rendered	15.70	7,065.00
		Total Current Work		7,065.00
		Previous Balance		\$25,033.15
		Balance Due		\$32,098.15

This statement reflects new fees through **04/30/2020** and costs through **05/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 108 of 454 PageID 6099

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2020 Statement No. 1859 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

			Hours	Amount
05/05/2020	DBS	CORRESPONDENCE FROM DUVAN (.1); REVIEW SUPPLEMENTAL DISCOVERY RESPONSES (1.1)	1.20	540.00
05/07/2020	DBS	CORRESPONDENCE TO FARAG (.1)	0.10	45.00
05/11/2020	DBS	CORRESPONDENCE FROM SETHI (.3); REVIEW SPELLANE DISCOVERY RESPONSES, DOCUMENT PRODUCTION (1.1); REVIEW IVESTER DISCOVERY RESPONSES, DOCUMENT PRODUCTION (.9)	2.30	1,035.00
05/12/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO REPORTER (.2); CORRESPONDENCE FROM REPORTER (.2); CORRESPONDENCE TO FARAG (.1); TELEPHONE CONFERENCE WITH CO-COUNSEL (.5)	1.10	495.00
05/13/2020	DBS	CORRESPONDENCE FROM SETHI (.1); REVIEW SWINTON DECLARATION (.2); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO NISBETT (.2); REVIEW IVESTER DOCUMENTS, DISCOVERY RESPONSES (1.8); PREPARE FOR IVESTER DEPOSITION (1.7)	4.30	1,935.00
05/14/2020	DBS	CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM NORFLEET RE DEPOSITION OUTLINE (.4); TELEPHONE CONFERENCE WITH CO-COUNSEL (.4); CORRESPONDENCE TO FARAG (.1)	1.00	450.00
05/15/2020	DBS	CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE TO ALL COUNSEL (.2); CORRESPONDENCE FROM REPORTER (.2); CORRESPONDENCE TO REPORTER (.2); CORRESPONDENCE FROM SETHI (.3); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM VARTAN (.2); TELEPHONE CONFERENCE WITH CO-COUNSEL (.6); CORRESPONDENCE TO FARAG (.6); CORRESPONDENCE FROM SIMON (.2); DRAFT/REVISE EX PARTE NOTICE TO ALL COUNSEL (.4); CORRESPONDENCE TO ALL COUNSEL (.1); CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE FROM FARAG (.2)	3.70	1,665.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 109 of 454 PageID 6100 HASE METALS, INC. Statement Date: 06/28/2020

CHASE METALS, INC.

Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement Date: 06/28/2020

Statement No. 1859

Page No. 2

			Hours	Amount
05/16/2020	DBS	CORRESPONDENCE TO REPORTER (.1)	0.10	45.00
05/17/2020	DBS	CORRESPONDENCE FROM GOLDMAN (.4); CORRESPONDENCE TO GOLDMAN (.2); CORRESPONDENCE TO FARAG (.1); DEPOSITION PREPARATION (2.2)	2.90	1,305.00
05/18/2020	DBS	CORRESPONDENCE FROM SETHI (.2); CORRESPONDENCE TO CO-COUNSEL (.1); CORRESPONDENCE FROM FARAG (.2); DRAFT/REVISE SECOND AMENDED NOTICES OF DEPOSITION (.7); CORRESPONDENCE TO ALL COUNSEL (.1); DRAFT/REVISE EX PARTE APPLICATION (3.6); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO FARAG (.1); TELEPHONE CONFERENCE WITH CO-COUNSEL (.4); TELEPHONE CONFERENCE WITH GRANT (.4); DRAFT/REVISE PROPOSED ORDER (.4)	6.30	2,835.00
05/19/2020	DBS	DRAFT/REVISE EX PARTE APPLICATION (3.3); RESEARCH RE SAME (.8); DRAFT/REVISE DECLARATION (.9); CORRESPONDENCE TO CO-COUNSEL, CLIENTS (.1); CORRESPONDENCE FROM VARTAN (.2)	5.30	2,385.00
05/20/2020	DBS	CORRESPONDENCE TO MADOYAN (.1); CORRESPONDENCE FROM MADOYAN (.1); REVIEW JUDICIAL COUNCIL EMERGENCY ORDERS (.2); REVIEW LA COUNTY ORDERS (.2); COMPILE EXHIBITS (1.4); DRAFT/REVISE ORDER (.8); FILE ALL DOCUMENTS FOR EX PARTE APPLICATION (.2); CORRESPONDENCE FROM CLERK (.2); TELEPHONE CONFERENCE WITH CLERK (.1); CORRESPONDENCE FROM SETHI (.5); REVIEW SETHI OPPOSITION TO EX PARTE APPLICATION (.2); REVIEW FILE (.4); CORRESPONDENCE TO ALL COUNSEL (.2); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO COUNSEL RE CHANGE OF VENUE FOR EX PARTE APPLICATION (.2)	5.20	2,340.00
05/21/2020	DBS	CORRESPONDENCE TO ALL COUNSEL (.2); CORRESPONDENCE TO CLIENTS (.2); DRAFT/REVISE NOTICE OF RULING ON EX PARTE APPLICATION (.5); APPEARANCE AT EX PARTE APPLICATION HEARING (.9); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM COURTCALL (.2); CORRESPONDENCE FROM FARAG (.1); TELEPHONE CONFERENCE WITH SETHI (.6); TELEPHONE CONFERENCE WITH GRANT (.4)	3.30	1,485.00
05/22/2020	DBS	REVIEW SPELLANE DOCUMENTS (.5); REVIEW IVESTER DOCUMENTS (.6)	1.10	495.00
05/25/2020	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO KRAMER (.1)	0.20	90.00
05/28/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE		

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CHASE M	ETALS	, INC.	Statement Date: 06/	28/2020
Account N RE: CHAS		−117.00 ΓALS vs BENAVIDEZ	Statement No. Page No.	1859 3
			J	
			Hours	Amount
		FROM CONOR (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CLIENTS (.1)	0.50	225.00
05/29/2020	DBS	CORRESPONDENCE FROM SETHI (.1); REVIEW OBJECTIONS	;	
		TO DEPOSITION NOTICE (.2)	0.30	135.00
05/31/2020	DBS	CORRESPONDENCE TO KRAMER (.1)	0.10	45.00
		For Current Services Rendered	39.00	17,550.00
		Total Current Work		17,550.00
		Previous Balance		\$32,098.15
		Balance Due		\$49,648.15

This statement reflects new fees through **05/31/2020** and costs through **06/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 111 of 454 PageID 6102

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 21, 2020
Statement No. 1981
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

06/01/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.1); TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO COUNSEL (.1); CORRESPONDENCE TO SOLTMAN (.2); REVIEW NOTICE OF DEPOSITION (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM KRAMER (.2); DRAFT/REVISE	Hours	Amount
		NOTICES OF DEPOSITION (.4)	1.60	720.00
06/02/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.2); TELEPHONE CONFERENCE WITH SOLTMAN (1.0); CORRESPONDENCE FROM LUCAS (.2); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CLIENTS (.3)	1.80	810.00
06/04/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO CLIENTS (.4); CORRESPONDENCE TO FARAG (.1); DRAFT/REVISE PROTECTIVE ORDER (1.9); CORRESPONDENCE FROM SETHI (.1); REVIEW DEPOSITION OBJECTIONS (.2)	3.00	1,350.00
06/05/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO SOLTMAN (.3); CORRESPONDENCE TO CLIENTS (.2)	0.70	315.00
06/08/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH CLIENTS (.3); CORRESPONDENCE FROM COHEN (.1); CORRESPONDENCE FROM FARAG (.1); TELEPHONE CONFERENCE WITH CLIENTS (.2); TELEPHONE CONFERENCE WITH SETHI (.3)	1.50	675.00
06/09/2020	DBS	CORRESPONDENCE FROM FARAG (.5); CORRESPONDENCE FROM SIMON (.1); TELEPHONE CONFERENCE WITH MADOYAN (.2)	0.80	360.00
06/10/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FARAG (.1)	0.20	90.00
06/11/2020	DBS	TELEPHONE CONFERENCE WITH SETHI (.4)	0.40	180.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 112 of 454 PageID 6103 IASE METALS, INC. Statement Date: 07/21/2020

CHASE METALS, INC. Account No. 117.00

Statement No. 1981 RE: CHASE METALS vs BENAVIDEZ 2 Page No.

			Hours	Amount
06/16/2020	DBS	CORRESPONDENCE FROM REPORTER (.1); REVIEW ALWAY TRANSCRIPT (.5); CORRESPONDENCE FROM SETHI (.2); CORRESPONDENCE TO SETHI (.1)	0.90	405.00
06/17/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.3); CORRESPONDENCE TO SOLTMAN (.2); TELEPHONE CONFERENCE WITH SETHI (.3)	0.80	360.00
06/18/2020	DBS	CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM SETHI (.2); TELEPHONE CONFERENCE WITH CONOR (.3)	0.80	360.00
06/22/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO GOLDMAN (.1); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO SOLTMAN (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO GOLDMAN (.1); TELEPHONE CONFERENCE WITH SETHI (.2)	1.10	495.00
06/23/2020	DBS	CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO CLIENTS (.1)	0.30	135.00
06/24/2020	DBS	CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO SIMON (.1); TELEPHONE CONFERENCE WITH SIMON (.3); CORRESPONDENCE FROM SETHI (.2); CORRESPONDENCE TO SETHI (.1)	0.80	360.00
06/25/2020	DBS	CORRESPONDENCE FROM WRIGHT (.2); REVIEW PROPOSED SETTLEMENT AGREEMENT (.2)	0.40	180.00
06/27/2020	DBS	REVIEW OBJECTIONS TO DEPOSITION NOTICE (.2)	0.20	90.00
06/28/2020	DBS	CORRESPONDENCE TO KRAMER (.2); CORRESPONDENCE TO MADOYAN (.1)	0.30	135.00
06/29/2020	DBS	CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE FROM KRAMER (.1); TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE FROM SOLTMAN (.2); TELEPHONE CONFERENCE WITH SETHI (.4); CORRESPONDENCE TO CLIENTS (.4); CORRESPONDENCE TO		
		KRAMER (.1)	1.50	675.00
06/30/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.1) For Current Services Rendered	$\frac{0.10}{17.20}$	$\frac{45.00}{7,740.00}$
		Total Current Work	17.20	7,740.00
		Previous Balance		\$49,648.15
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		Balance Due		\$57,388.15

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CHASE METALS, INC. Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement Date: 07/21/2020 Statement No. 1981 Page No. 3

This statement reflects new fees through **06/30/2020** and costs through **07/21/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 114 of 454 PageID 6105

DANIELB. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: August 26, 2020
Statement No. 2153
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

<u>Fees</u>

			Hours	Amount
07/01/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE TO SETHI (.1)	0.20	90.00
	DBS	CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO WRIGHT (.2); TELEPHONE CONFERENCE WITH SETHI (.4);		
	DBS	CORRESPONDENCE FROM WRIGHT (.1) CORRESPONDENCE FROM CLIENT (.1); TELEPHONE CONFERENCE WITH SETHI (.4); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM SOLTMAN (.3);	1.00	450.00
		CORRESPONDENCE TO SOLTMAN (.1)	1.10	495.00
07/07/2020	DBS	TELEPHONE CONFERENCE WITH SETHI (.3); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM GOLDMAN (.1); REVIEW SETTLEMENT, STIPULATION (.2); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE FROM CLIENTS (.1)	1.00	450.00
07/08/2020	DBS	CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH SETHI (.3); CORRESPONDENCE FROM CLIENTS (.2); CORRESPONDENCE TO SOLTMAN (.2); CORRESPONDENCE FROM SOLTMAN (.2)	1.10	495.00
07/09/2020	DBS	CORRESPONDENCE FROM CLIENT (.2); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO MADOYAN (.3)	0.60	270.00
07/10/2020	DBS	DRAFT/REVISE IVESTER SETTLEMENT AGREEMENT (2.7); RESEARCH RE SAME (1.1); CORRESPONDENCE FROM MADOYAN (.1)	3.90	1,755.00
07/11/2020	DBS	DRAFT/REVISE IVESTER SETTLEMENT (1.8); CORRESPONDENCE TO COUNSEL AND CLIENTS (.2); CORRESPONDENCE TO SETHI (.1)	2.10	945.00
07/13/2020	DBS	CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO MADOYAN (.1); CORRESPONDENCE TO SETHI (.2); DRAFT/REVISE SETTLEMENT AGREEMENT (.5); CORRESPONDENCE TO ALL COUNSEL (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 115 of 454 PageID 6106 IASE METALS, INC. Statement Date: 08/26/2020

CHASE METALS, INC. Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement No. 2153 Page No.

		FROM MADOYAN (.3); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM WRIGHT (.1); CORRESPONDENCE TO GOLDMAN (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO COUNSEL (.2); CORRESPONDENCE FROM SOLTMAN (.2); TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE FROM CLIENTS (.1); CORRESPONDENCE TO SOLTMAN (.2); REVIEW SPELLANE OBJECTIONS (.2); DRAFT/REVISE AMENDED NOTICE OF DEPOSITION (.3); DRAFT/REVISE SETTLEMENT AGREEMENT (.8); TELEPHONE CONFERENCE	Hours	Amount
07/14/2020	DBS	WITH SETHI (.3) CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE FROM WRIGHT (.1); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE TO COUNSEL (.2); CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO SOLTMAN (.1); REVIEW SPELLANE CONTRACT (.2)	4.70 1.40	2,115.00
07/15/2020	DBS	CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE TO SOLTMAN (.1); CORRESPONDENCE TO GOLDMAN (.4); TELEPHONE CONFERENCE WITH SOLTMAN (.6)	1.70	765.00
07/16/2020	DBS	CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM WRIGHT (.2); CORRESPONDENCE TO GOLDMAN (.4)	0.80	360.00
07/17/2020	DBS	CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO SETHI (.1); DRAFT/REVISE IVESTER SETTLEMENT (.7)	0.90	405.00
07/20/2020	DBS	CORRESPONDENCE FROM DUVAN (.2); REVIEW EXPERT DEMANDS (.2); CORRESPONDENCE TO SETHI (.1); CORRESPONDENCE TO DUVAN (.2); CORRESPONDENCE FROM VARTAN (.1); CORRESPONDENCE TO VARTAN (.1)	0.90	405.00
07/21/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.3); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO SOLTMAN (.2); CORRESPONDENCE TO CLIENTS (.2)	0.80	360.00
07/22/2020	DBS	CORRESPONDENCE FROM MADOYAN (.1); TELEPHONE CONFERENCE WITH CLERK (.2); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO REPORTER (.1); TELEPHONE CONFERENCE WITH MILLS, SOLTMAN (1.2)	1.80	810.00
07/23/2020	DBS	CORRESPONDENCE FROM SIMON (.1); REVIEW LIST OF OVERLAPPING CUSTOMERS (.2); CORRESPONDENCE TO REPORTER (.1); CORRESPONDENCE FROM REPORTER (.1)		

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CHASE METALS, INC.

Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement Date: 08/26/2020

Statement No. 2153

Page No. 3

			Hours	Amount
		CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE TO CLIENTS (.4); REVIEW PROPOSED SETTLEMENT (.3)	1.40	630.00
07/24/2020	DBS	TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE TO SOLTMAN (.4); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM SAMARA (.1); REVIEW HURST DOCUMENTS (.2); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE FROM SETHI (.2); CORRESPONDENCE TO MILLS (.1)	1.60	720.00
07/27/2020	DBS	CORRESPONDENCE FROM SETHI (.2); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO REPORTER (.1)	0.50	225.00
07/28/2020	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE FROM SOLTMAN (.3); CORRESPONDENCE FROM REPORTER (.1); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH SOLTMAN (.4)	1.20	540.00
07/30/2020	DBS	CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO MADOYAN (.1) For Current Services Rendered	$\frac{0.20}{28.90}$	90.00
		Total Current Work		13,005.00
		Previous Balance		\$57,388.15
		Balance Due		\$70,393.15

This statement reflects new fees through **07/31/2020** and costs through **08/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 117 of 454 PageID 6108

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2322 Account No. 117.00

Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

			Hours	Amount
08/04/2020	DBS	CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO SETHI (.1); TELEPHONE CONFERENCE WITH MILLS (.1)	0.30	135.00
08/05/2020	DBS	CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH SETHI (.2); CORRESPONDENCE TO SETHI (.1); CORRESPONDENCE TO MILLS (.1)	0.80	360.00
08/06/2020	DBS	TELEPHONE CONFERENCE WITH SETHI (.2); CORRESPONDENCE FROM SOLTMAN (.1); TELEPHONE CONFERENCE WITH SOLTMAN (.1)	0.40	180.00
08/07/2020	DBS	TELEPHONE CONFERENCE WITH SOLTMAN (.3); TELEPHONE CONFERENCE WITH SIMON (.2); TELEPHONE CONFERENCE WITH SAMARA (.1); CORRESPONDENCE FROM SAMARA (.1); CORRESPONDENCE TO SAMARA (.3); CORRESPONDENCE FROM SOLTMAN; REVIEW EXHIBITS (.2)	1.20	540.00
08/10/2020	DBS	CORRESPONDENCE FROM WRIGHT (.1); CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO CLIENTS (.4); CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM CLIENTS (.1); CORRESPONDENCE TO MADOYAN (.1); TELEPHONE CONFERENCE WITH MADOYAN (.3); CORRESPONDENCE TO SETHI (.2); DRAFT/REVISE NOTICE OF ENTRY (.2); CORRESPONDENCE TO COUNSEL (.2); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE FROM BERSHAD (.2); CORRESPONDENCE TO BERSHAD (.1); CORRESPONDENCE TO KRAMER (.2)	3.50	1,575.00
08/11/2020	DBS	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO SOLTMAN (.2); CORRESPONDENCE FROM SAMARA (.1); REVIEW SPREADSHEET (.2); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM CLERK (.2);		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 118 of 454 PageID 6109 IASE METALS, INC. Statement Date: 09/27/2020

CHASE METALS, INC. Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

		CORRESPONDENCE FROM SETHI (.1); CORRESPONDENCE TO SOLTMAN (.2); CORRESPONDENCE FROM SOLTMAN (.2); TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE TO CLIENTS (.2); DRAFT/REVISE STIPULATION FOR DISMISSAL, ORDER RE IVESTER (.8); CORRESPONDENCE TO KRAMER (.3); DRAFT/REVISE NOTICE OF DEPOSITION (.5); CORRESPONDENCE TO ALL COUNSEL (.2);	Hours	Amount
08/12/2020	DBS	CORRESPONDENCE TO SAMARA (.2) CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE FROM SAMARA (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM MADOYAN (.1); REVIEW CLASS SETTLEMENT (.4); DRAFT/REVISE SPREADSHEET RE CUSTOMER OVERLAP (.4)	4.00 1.20	1,800.00 540.00
08/13/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO SOLTMAN (.1)	0.40	180.00
08/14/2020	DBS	TELEPHONE CONFERENCE WITH SOLTMAN (.3); CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE FROM ABERNATHY (.1); CORRESPONDENCE TO SAMARA (.2); REVIEW MINUTE ORDER RE FINAL STATUS CONFERENCE CONTINUANCE (.1)	0.90	405.00
08/17/2020	DBS	TELEPHONE CONFERENCE WITH SOLTMAN, HILL (1.1); CORRESPONDENCE FROM SAMARA (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CLIENTS (.1); REVIEW HURST DOCUMENTS (.2); TELEPHONE CONFERENCE WITH SOLTMAN AND SANTULAN (.9); TELEPHONE CONFERENCE WITH SOLTMAN (.3)	2.80	1,260.00
08/18/2020	DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE FROM COURT RE CONTINUANCE (.2)	0.70	315.00
08/19/2020	DBS	CORRESPONDENCE FROM GOLDMAN (.1); REVIEW CLASS NOTICE (.4); REVIEW MINUTE ORDER (.1)	0.60	270.00
08/20/2020	DBS	CORRESPONDENCE FROM MADOYAN (.1); REVIEW CHANGES TO CLASS NOTICE (.1); CORRESPONDENCE FROM SOLTMAN (.2); DRAFT/REVISE SANTULAN DECLARATION (.7)	1.10	495.00
08/21/2020	DBS	CORRESPONDENCE FROM KRAMER (.1); REVIEW AMENDED NOTICE OF MOTION FOR SUMMARY JUDGMENT (.2); CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO MADOYAN (.1); CORRESPONDENCE TO MILLS (.2); CORRESPONDENCE TO SOLTMAN (.1); DRAFT/REVISE DECLARATION OF SANTULAN (1.6); CORRESPONDENCE TO BELICHENKO (.2); RESEARCH RE AMS CONSULTING (.2)		

Statement No.

Page No.

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CHASE M Account N	IETALS Io.	, INC. 117.00 FALS vs BENAVIDEZ	Statement Date: 09 Statement No. Page No.	
		RESEARCH RE SAFEGUARD (.2)	Hours 3.10	Amount 1,395.00
08/23/2020	DBS	REVIEW SPELLANE MOTION FOR SUMMARY JUDGMENT AND SUPPORTING DOCUMENTS (1.7); RESEARCH RE SAME (2.6)	4.30	1,935.00
08/25/2020	DBS	CORRESPONDENCE TO SOLTMAN (.2)	0.20	90.00
08/26/2020	DBS	CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO SOLTMAN (.2)	0.40	180.00
08/27/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.1)	0.20	90.00
08/31/2020	DBS	CORRESPONDENCE TO REPORTER (.3); TELEPHONE CONFERENCE WITH REPORTER (.3); CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO SOLTMAN (.2); TELEPHONE CONFERENCE WITH SOLTMAN	N	
		(.2); CORRESPONDENCE TO CLIENTS (.1)	1.60	720.00
		For Current Services Rendered	27.70	12,465.00
		Total Current Work		12,465.00
		Previous Balance		\$70,393.15
		Balance Due		<u>\$82,858.15</u>

This statement reflects new fees through 08/31/2020 and costs through 09/27/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 120 of 454 PageID 6111

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT

433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 Statement Date: October 26, 2020
Statement No. 2497
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

		1000		
09/01/2020	DBS	CORRESPONDENCE FROM SHAREEF (.2); CORRESPONDENCE FROM SETHI (.1); REVIEW OBJECTIONS TO DEPOSITION (.2); TELEPHONE CONFERENCE WITH SOLTMAN (.2) REVIEW SANTULAN DECLARATION (.1); CORRESPONDENCE FROM CLIENT RE MORTON (.2); CORRESPONDENCE TO CLIENT (.2); TELEPHONE CONFERENCE WITH SHAREEF (.2); TELEPHONE CONFERENCE WITH MILLS (.1); CORRESPONDENCE FROM SOLTMAN (.1)	Hours	Amount 720.00
09/02/2020	DBS	TELEPHONE CONFERENCE WITH FARAG (.2); CORRESPONDENCE FROM FARAG RE SPELLANE DEPOSITION OUTLINE, EXHIBITS (.2); PREPARE FOR SPELLANE DEPOSITION (3.4); REVIEW SPELLANE FILES, DISCOVERY (2.4); DRAFT/REVISE SPREADSHEET (.2); CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO SOLTMAN (.2)	6.80	3,060.00
09/03/2020	DBS	CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE FROM SAMARA (.1); CORRESPONDENCE TO SAMARA (.2); TELEPHONE CONFERENCE WITH SAMARA (.1); CORRESPONDENCE FROM SOLTMAN (.2); TELEPHONE CONFERENCE WITH SETHI (.4); CORRESPONDENCE TO SETHI (.3); TELEPHONE CONFERENCE WITH SIMON (.2); REVIEW SPELLANE EVIDENCE, DISCOVERY, EMAILS, PLEADINGS (3.3); PREPARE FOR DEPOSITION (2.6); CORRESPONDENCE FROM REPORTER (.2); CORRESPONDENCE FROM ROSENTHAL (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO SOLTMAN (.2); TELEPHONE CONFERENCE WITH SOLTMAN (.2); CORRESPONDENCE TO REPORTER (.2); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE TO MILLS (.2); CORRESPONDENCE TO COUNSEL (.4); TELEPHONE CONFERENCE WITH SETHI (.2)	9.60	4,320.00
09/08/2020	DBS	CORRESPONDENCE FROM FARAG (.1)	0.10	45.00
09/09/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.4)	0.50	225.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 121 of 454 PageID 6112 Statement Date: 10/26/2020

CHASE METALS, INC.

Statement No. Account No. 117.00 2497 RE: CHASE METALS vs BENAVIDEZ 2 Page No.

			Hours	Amount
09/10/2020	DBS	CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE FROM FARAG (.1); REVIEW AMENDED NOTICE OF MOTION FOR SUMMARY JUDGMENT (.1); DRAFT/REVISE SEPARATE STATEMENT (1.4); TELEPHONE CONFERENCE WITH SAMARA (.1); CORRESPONDENCE TO REPORTER (.2); CORRESPONDENCE FROM REPORTER (.1)	2.10	945.00
09/11/2020	DBS	CORRESPONDENCE FROM CLIENT (.2); CORRESPONDENCE TO CLIENT (.3); TELEPHONE CONFERENCE WITH KRAMER (.2); CORRESPONDENCE FROM KRAMER (.2); DRAFT/REVISE OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (3.8); REVIEW MOTION FOR SUMMARY JUDGMENT (.4); RESEARCH RE ISSUES (2.4); CORRESPONDENCE TO CUSTOMERS (.8); TELEPHONE CONFERENCE WITH SAMARA (.2); DRAFT/REVISE SEPARATE STATEMENT (1.7); CORRESPONDENCE FROM REPORTER (.1); CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO FARAG (.1); CORRESPONDENCE TO REPORTER (.1); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE TO CARTER (.1)	10.80	4,860.00
09/12/2020	DBS	DRAFT/REVISE SEPARATE STATEMENT (1.8); DRAFT/REVISE OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (2.9); RESEARCH RE SAME (1.7); CORRESPONDENCE FROM		
		REPORTER (.1)	6.50	2,925.00
09/14/2020	DBS	CORRESPONDENCE TO CLIENTS (.3)	0.30	135.00
09/15/2020	DBS	CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE FROM CLIENT (.2); DRAFT/REVISE OPPOSITION FOR MOTION FOR SUMMARY JUDGMENT (2.8)	3.20	1,440.00
09/16/2020	DBS	CORRESPONDENCE FROM REPORTER (.2); REVIEW ALWAY TRANSCRIPT (.6); CORRESPONDENCE FROM SAMARA (.2); CORRESPONDENCE TO SAMARA (.2); DRAFT/REVISE MILLS DECLARATION (.8); CORRESPONDENCE TO SOLTMAN (.1); CORRESPONDENCE FROM SOLTMAN (.1); CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO CAROL HURST (.2); CORRESPONDENCE TO FARAG (.3)	3.10	1,395.00
09/17/2020	DBS	CORRESPONDENCE FROM REPORTER (.1); REVIEW SPELLANE TRANSCRIPT (1.1); DRAFT/REVISE DECLARATION OF MILLS (.6); CORRESPONDENCE TO MILLS (.2); CORRESPONDENCE FROM MILLS (.1); CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM CLIENTS (.6); DRAFT/REVISE ASHER DECLARATION (.6); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE TO KRAMER (.2); TELEPHONE CONFERENCE WITH CLIENT (.1); CORRESPONDENCE TO SOLTMAN (.2); CORRESPONDENCE TO REPORTER (.2); DRAFT/REVISE BATASHVILI DECLARATION (1.3);		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 122 of 454 PageID 6113 CHASE METALS, INC. Statement Date: 10/26/2020

117.00 Statement No. Account No. 2497 RE: CHASE METALS vs BENAVIDEZ Page No. 3 Hours Amount DRAFT/REVISE OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (1.9); RESEARCH RE SAME (.8) 8.70 3,915.00 09/21/2020 DBS CORRESPONDENCE TO ALL COUNSEL (.3); CORRESPONDENCE FROM CLERK (.3); CORRESPONDENCE FROM COURT CONNECT (.2); CORRESPONDENCE TO CLIENTS (.4); DRAFT/REVISE OPPOSITION DOCUMENTS TO MOTION FOR SUMMARY JUDGMENT (2.8); PREPARE ALL DOCUMENTS, EXHIBITS FOR FILING (.6); FILE OPPOSITION, SUPPORTING DOCUMENTS (.3) 4.90 2,205.00 09/22/2020 DBS CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM COURT CONNECT (.2); DRAFT/REVISE CORRESPONDENCE TO ALL COUNSEL RE EX PARTE (.3); RESEARCH RE SAME (.4); CORRESPONDENCE TO CLIENTS (.1); DRAFT/REVISE EX PARTE APPLICATION (2.7); RESEARCH RE SAME (1.8); DRAFT/REVISE PROPOSED ORDER (.4) 6.10 2.745.00 CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE 09/23/2020 DBS FROM FARAG (.1); APPEARANCE AT HEARING ON STATUS CONFERENCE (.9): REVIEW IVESTER TENTATIVE (.4): CORRESPONDENCE FROM COURT CONNECT (.2); FILE EX PARTE APPLICATION AND PROPOSED ORDER (.3); FILE EXHIBITS (.3); TELEPHONE CONFERENCE WITH CLERK (.3); TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE TO COUNSEL (.2); DRAFT/REVISE NOTICE OF LODGMENT (.3); FILE SAME (.1); CORRESPONDENCE TO ALL COUNSEL RE SAME (.1) 3.70 1.665.00 09/24/2020 DBS REVIEW CLASS SETTLEMENT, NOTICE (.4) 0.40 180.00 09/27/2020 DBS CORRESPONDENCE FROM ROSENTHAL (.1); CORRESPONDENCE TO FARAG (.1); REVIEW CFTC STAY ORDER (.3); CORRESPONDENCE TO CLIENTS (.1) 0.60 270.00 CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE 09/29/2020 DBS TO FARAG (.1); REVIEW NOTICE OF ADDRESS CHANGE (.1) 0.30 135.00 31,185.00 69.30 For Current Services Rendered **Total Current Work** 31,185.00 **Previous Balance** \$82,858.15 Finance Charge 1,184.99 **Balance Due** \$115,228.14

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 123 of 454 PageID 6114

CHASE METALS, INC. Account No. 117.00

RE: CHASE METALS vs BENAVIDEZ

Statement Date: 10/26/2020 Statement No. 2497 Page No. 4

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2586 Account No. 117.00

Page: 1

RE: CHASE METALS vs BENAVIDEZ

<u>Fees</u>

10/01/2020	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE	Hours	Amount
		TO FARAG (.1); DRAFT/REVISE NOTICÉ OF STAY (.4); CORRESPONDENCE TO COUNSEL (.2); FILE SAME (.2)	1.00	450.00
10/13/2020	DBS	CORRESPONDENCE FROM WRIGHT (.1)	0.10	45.00
10/14/2020	DBS	CORRESPONDENCE TO WRIGHT (.1)	0.10	45.00
10/16/2020	DBS	CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO MADOYAN (.1)	$\frac{0.20}{1.40}$	90.00
		For Current Services Rendered	1.40	630.00
		<u>Advances</u>		
09/28/2020 09/29/2020		L A COURT CONNECT - 2 x \$15.00 = \$30.00 L A COURT CONNECT RE STATUS CONFERENCE Total Advances		30.00 15.00 45.00
		Total Current Work		675.00
		Previous Balance		\$115,228.14
		Finance Charge		1,630.97
		Balance Due		<u>\$117,534.11</u>

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 125 of 454 PageID 6116

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2677 Account No. 117.00

Page: 1

7.26

RE: CHASE METALS vs BENAVIDEZ

Advances

12/08/2020 ELECTRONIC FILING FEE - NOTICE OF RULING ON TRIAL SETTING CONFERENCE

Total Advances 7.26

Total Current Work 7.26

Previous Balance \$117,534.11

Finance Charge 1,470.91

Balance Due \$119,012.28

This statement reflects new fees through 11/30/2020 and costs through 12/20/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 126 of 454 PageID 6117

DANIELB. SPITZER

DANIEL B. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2770 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Fees

40/04/0000	DDO	CORRESPONDENCE TO LOG ANGELES SUPERIOR COURT (4)	Hours	Amount
12/04/2020	DBS	CORRESPONDENCE TO LOS ANGELES SUPERIOR COURT (.1); CORRESPONDENCE TO LEWIS (.1)	0.20	90.00
12/06/2020	DBS	CORRESPONDENCE FROM COURT CONNECT (.1)	0.10	45.00
12/07/2020	DBS	APPEARANCE AT TRIAL SETTING CONFERENCE (1.1); DRAFT/REVISE NOTICES OF RULING (.4); FILE SAME (.2); SERVE SAME (.2)	1.90	855.00
12/11/2020	DBS	CORRESPONDENCE FROM KRAMER (.1)	0.10	45.00
		For Current Services Rendered	2.30	1,035.00
		Advances		
12/07/2020		APPEARANCE FEE - LA COURT CONNECT Total Advances		$\frac{15.00}{15.00}$
		Total Current Work		1,050.00
		Previous Balance		\$119,012.28
		Finance Charge		2,093.35
		Balance Due		\$122,155.63

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 127 of 454 PageID 6118

DANIELB. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2846 Account No. 117.00

Page: 1

RE: CHASE METALS vs BENAVIDEZ

Previous Balance \$122,155.63

Finance Charge 1,598.65

Balance Due \$123,754.28

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 128 of 454 PageID 6119

DANIELB. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021
Statement No. 3000
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Advances

12/12/2020	LA COURT CONNECT REMOTE APPEARANCE FEE Total Advances	$\frac{15.00}{15.00}$
	Total Current Work	15.00
	Previous Balance	\$123,754.28
	Finance Charge	1,655.75
	Balance Due	\$125,425.03

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 129 of 454 PageID 6120 FIGES OF

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021 Statement No. 3157 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Previous Balance \$125,425.03

Finance Charge 2,055.68

Balance Due \$127,480.71

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 130 of 454 PageID 6121 $^{\circ}$ Page 130 of 454 PageID 6121

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3237 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Previous Balance \$127,480.71

Finance Charge 1,598.86

Balance Due \$129,079.57

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 131 of 454 PageID 6122

DANIELB. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3321
Account No. 117.00
Page: 1

RE: CHASE METALS vs BENAVIDEZ

Advances

06/21/2021	ELECTRONIC FILING FEE - STATUS REPORT RE RECEIVERSHIP	7.26
06/28/2021	ELECTRONIC FILING FEE - NOTICE OF RULINGS	7.26
	Total Advances	14.52
	Total Current Work	14.52
	Previous Balance	\$129,079.57
	Finance Charge	1,827.27
	Balance Due	\$130,921.36

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 132 of 454 PageID 6123

DANIELB. SPITZER

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CHASE METALS, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3405 Account No. 117.00 Page: 1

RE: CHASE METALS vs BENAVIDEZ

Advances

		<u>/tavarroso</u>
06/30/2021	SCANS / COPIES Total Advances	$\frac{4.40}{4.40}$
	Total Current Work	4.40
	Previous Balance	\$130,921.36
	Finance Charge	1,656.17
	Balance Due	\$132,581.93

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

EXHIBIT E

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 134 of 454 PageID 6125

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 May 24, 2019 Invoice No. 24337

For Professional Services Rendered Through: April 30, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

-	Hrs/Rate	Amount
4/25/2019 DBS CORRESPONDENCE FROM CONOR RE PREDICTIVE DIALER (.2); CORRESPONDENCE FROM RABEH RE SAME (.2)	0.40 450.00/hr	180.00
For professional services rendered	0.40	\$180.00
Balance due		\$180.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 135 of 454 PageID 6126

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 June 30, 2019 Invoice No. 24371

For Professional Services Rendered Through: May 31, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

		Hrs/Rate	Amount
5/1/2019 DBS	CORRESPONDENCE FROM CONOR RE KELLEY (.2); CORRESPONDENCE TO CONOR RE SAME (.1); TELEPHONE CONVERSATION(S) WITH CONOR (.4)	0.70 450.00/hr	315.00
5/5/2019 DBS	CORRESPONDENCE FROM SIMON (.1)	0.10 450.00/hr	45.00
5/23/2019 DBS	CORRESPONDENCE TO CONOR RE CASES REVIEW (.5)	0.50 450.00/hr	225.00
5/24/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR, LUCAS, SIMON RE ALL MATTERS (2.1); CORRESPONDENCE FROM CLIENT (.1); DRAFT/REVISE MEMO RE SAME (1.2); CORRESPONDENCE TO CLIENT (.1)	3.50 450.00/hr	1,575.00
For p	rofessional services rendered	4.80	\$2,160.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 136 of 454 PageID 6127

TMTE, INC. June 30, 2019

In Reference To: GENERAL BUSINESS

Page 2

MATTERS

Additional Charges:

	Amount
5/24/2019 ONLINE RESEARCH COSTS	18.70
Total costs	\$18.70
Total amount of this bill	\$2,178.70
Previous balance	\$180.00
5/29/2019 Payment - thank you	(\$180.00)
Total payments and adjustments	(\$180.00)
Balance due	\$2,178.70

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 137 of 454 PageID 6128

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 July 30, 2019 Invoice No. 24404

For Professional Services Rendered Through: June 30, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

		Hrs/Rate	Amount
RI	ORRESPONDENCE FROM CONOR (.1); EVIEW POWER OF ATTORNEY (.1); ORRESPONDENCE TO CONOR (.3)	0.50 450.00/hr	225.00
For profe	essional services rendered	0.50	\$225.00
Previous	balance		\$2,178.70
Balance of	due		\$2,403.70

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 138 of 454 PageID 6129

TMTE, INC. July 30, 2019

In Reference To: GENERAL BUSINESS

MATTERS

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Page 2

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 139 of 454 PageID 6130

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

August 23, 2019 Invoice No. 24435

For Professional Services Rendered Through: July 31, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

	Hrs/Rate	Amount
7/16/2019 DBS CORRESPONDENCE TO CLIENT RE STATUS ON ALL OPEN MATTERS (1.1)	1.10 450.00/hr	495.00
For professional services rendered	1.10	\$495.00
Previous balance		\$2,403.70
7/26/2019 Payment - thank you		(\$2,178.70)
Total payments and adjustments		(\$2,178.70)
Balance due	_	\$720.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU

TMTE, INC. August 23, 2019

In Reference To: GENERAL BUSINESS

Page 2

MATTERS

CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 141 of 454 PageID 6132

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 September 25, 2019 Invoice No. 24468

For Professional Services Rendered Through: August 31, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

	<u>-</u>	Hrs/Rate	Amount
8/14/2019 DBS	TELEPHONE CONVERSATION(S) WITH FIELDS, FARAG, BATASHVILI, ASHER, O'REILLY (.6); RESEARCH RE LABOR CLAIMS (.7)	1.30 450.00/hr	585.00
For p	rofessional services rendered	1.30	\$585.00
Previ	ous balance		\$720.00
9/3/2019 Payme	ent - thank you		(\$720.00)
Total	payments and adjustments		(\$720.00)
Balan	ce due		\$585.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

TMTE, INC. September 25, 2019

In Reference To: GENERAL BUSINESS Page 2
MATTERS

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 143 of 454 PageID 6134

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 October 31, 2019 Invoice No. 24494

For Professional Services Rendered Through: September 30, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

		Hrs/Rate	Amount
9/10/2019 DBS	CORRESPONDENCE FROM CONOR RE SAFEGUARD (.4); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.60 450.00/hr	270.00
9/17/2019 DBS	CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE FROM CONOR (.3)	0.50 450.00/hr	225.00
9/18/2019 DBS	CORRESPONDENCE FROM SOLTMAN (.1); TELEPHONE CONVERSATION(S) WITH SOLTMAN (.4)	0.50 450.00/hr	225.00
9/25/2019 DBS	CORRESPONDENCE FROM SOLTMAN (.2); CORRESPONDENCE TO CLIENT (.1); CORRESPONDENCE TO SOLTMAN (.1)	0.40 450.00/hr	180.00
For p	rofessional services rendered	2.00	\$900.00
Previ	ous balance		\$585.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 144 of 454 PageID 6135 October 31, 2019 TMTE, INC.

In Reference To: GENERAL BUSINESS

Page 2

MATTERS

Amount \$1,485.00

Balance due

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 145 of 454 PageID 6136

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 November 25, 2019 Invoice No. 24503

For Professional Services Rendered Through: October 31, 2019

In Reference To: GENERAL BUSINESS MATTERS

Professional Services

		Hrs/Rate	Amount
10/24/2019 DBS	CORRESPONDENCE FROM MERRILL (JOURNALIST) (.1); CORRESPONDENCE TO CLIENT (.1); CORRESPONDENCE FROM CLIENT (.1)	0.30 450.00/hr	135.00
10/27/2019 DBS	CORRESPONDENCE FROM LUCAS (.1)	0.10 450.00/hr	45.00
For p	rofessional services rendered	0.40	\$180.00
Previ	ous balance		\$1,485.00
11/13/2019 Payme	ent - thank you		(\$585.00)
Total	payments and adjustments		(\$585.00)
Balar	nce due	_	\$1,080.00

TMTE, INC. November 25, 2019

In Reference To: GENERAL BUSINESS

MATTERS

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Page 2

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 147 of 454 PageID 6138

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 23, 2019
Statement No. 435
Account No. 233.00

Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

11/07/2019	DBS	CORRESPONDENCE FROM SOOFI (.1); CORRESPONDENCE FROM WESLOW RE FOX NEWS CEASE AND DESIST (.2);	Hours	Amount
		CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CONOR (.1)	0.60	270.00
11/08/2019	DBS	CORRESPONDENCE FROM KOZLOWSKA (.1)	0.10	45.00
11/10/2019	DBS	CORRESPONDENCE FROM KOZLOWSKA (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM CLIENT (.1)	0.30	135.00
11/18/2019	DBS	CORRESPONDENCE FROM WESLOW (.1); CORRESPONDENCE TO CLIENT (.1) For Current Services Rendered	$\frac{0.20}{1.20}$	90.00 540.00
		Total Current Work		540.00
		Previous Balance		\$1,080.00
		Balance Due		\$1,620.00

This statement reflects new fees through 11/30/2019 and costs through 12/23/2019.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 148 of 454 PageID 6139

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 29, 2020 Statement No. 723 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

12/09/2019	DBS	TELEPHONE CONFERENCE WITH CONOR (.4) For Current Services Rendered	Hours $\frac{0.40}{0.40}$	Amount 180.00 180.00
		Total Current Work		180.00
		Previous Balance		\$1,620.00
		Balance Due		\$1,800.00

This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 149 of 454 PageID 6140

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 28, 2020 Statement No. 1290 Account No. 233.00

Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

01/05/2020	DBS	REVIEW DOCUMENTS RECEIVED FROM SOOFI - VARIOUS (.2)	Hours 0.20	Amount 90.00
01/21/2020	DBS	CORRESPONDENCE FROM SOOFI RE LANGMORE (.1); REVIEW SUMMONS AND COMPLAINT (.1); CORRESPONDENCE TO CONOR (.1)	0.30	135.00
01/22/2020	DBS	CORRESPONDENCE FROM SOOFI RE TOWER EQUITY CALL (.2); CORRESPONDENCE TO CLIENTS (.1) For Current Services Rendered	0.30 0.80	135.00 360.00
		Expenses		
01/07/2020		FEDEX OVERNIGHT - METALS.COM Total Expenses		$\frac{21.15}{21.15}$
		<u>Advances</u>		
01/31/2020		SCANS / COPIES Total Advances		$\frac{6.80}{6.80}$
		Total Current Work		387.95
		Previous Balance		\$1,800.00
		Balance Due		<u>\$2,187.95</u>

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 150 of 454 PageID 6141 $^{\circ}$ Page 150 of 454 PageID 6141

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 30, 2020
Statement No. 1429
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
02/05/2020	DBS	CORRESPONDENCE TO CLIENT (.2); REVIEW MATTEO FILE (.4)	0.60	270.00
02/07/2020	DBS	CORRESPONDENCE FROM SOOFI (.1)	0.10	45.00
02/10/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE FROM CONOR RE LIPPINCOURT (.1); REVIEW DEMAND, RESPONSE (.2); CORRESPONDENCE TO CONOR (.2)	0.70	315.00
02/14/2020	DBS	CORRESPONDENCE FROM SOOFI (.1) For Current Services Rendered	$\frac{0.10}{1.50}$	45.00 675.00
		Total Current Work		675.00
		Previous Balance		\$2,187.95
		Balance Due		\$2,862.95

This statement reflects new fees through **02/29/2020** and costs through **03/30/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 151 of 454 PageID 6142

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 26, 2020 Statement No. 1704 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
03/18/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FARAG (.1)	0.20	90.00
03/19/2020	DBS	CORRESPONDENCE TO CLIENTS RE UPCOMING DATES, REVIEW FILES (.3)	0.30	135.00
03/25/2020	DBS	CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE TO CLIENT (.1) For Current Services Rendered	$\frac{0.30}{0.80}$	135.00 360.00
		Total Current Work		360.00
		Previous Balance		\$2,862.95
		<u>Payments</u>		
04/24/2020		PAYMENT - THANK YOU! - CHECK NO. 1014		-2,862.95
		Balance Due		\$360.00

This statement reflects new fees through **03/31/2020** and costs through **04/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 152 of 454 PageID 6143 $^{\circ}$ Page 152 of 454 PageID 6143

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 26, 2020 Statement No. 1835 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

<u>Fees</u>

04/01/2020	DBS	CORRESPONDENCE TO CONOR (.2)	Hours 0.20	Amount 90.00
04/02/2020	DBS	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM LUCAS (.3)	0.50	225.00
04/20/2020	DBS	CORRESPONDENCE FROM SPENCER LAW FIRM RE ANDERSON (.2)	0.20	90.00
04/27/2020	DBS	CORRESPONDENCE FROM CONOR (.3); REVIEW BATCHELOR DEMAND (.2); TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE TO CONOR (.2)	1.00	450.00
04/28/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE TO CONOR RE AFFIRMATIVE DEFENSES (.4); CORRESPONDENCE FROM CONOR (.2)	0.90	405.00
04/29/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO CONOR (.1) For Current Services Rendered	$\frac{0.30}{3.10}$	135.00 1,395.00
		Total Current Work		1,395.00
		Previous Balance		\$360.00
		Balance Due		\$1,755.00

This statement reflects new fees through **04/30/2020** and costs through **05/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 153 of 454 PageID 6144

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2020 Statement No. 1964 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
05/04/2020	DBS	CORRESPONDENCE TO CLIENT (.3); CORRESPONDENCE FROM CONOR (.2)	0.50	225.00
05/14/2020	DBS	CORRESPONDENCE FROM CONOR RE SETTLEMENT AGREEMENT (.2); CORRESPONDENCE TO CONOR (.2)	0.40	180.00
05/15/2020	DBS	DRAFT/REVISE ANDERSON AGREEMENT (.5); CORRESPONDENCE TO CONOR (.2); TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE FROM FARAG (.1); REVIEW DOCUMENTS RECEIVED RE ANDERSON (.6)	1.70	765.00
05/20/2020	DBS	CORRESPONDENCE TO CONOR RE KING COUNTEROFFER (.4); CORRESPONDENCE FROM CONOR RE SAME (.2); RESEARCH RE TEXAS PROCEDURE (.3)	0.90	405.00
05/26/2020	DBS	CORRESPONDENCE FROM CONOR RE ANDERSON (.1); REVIEW DOCUMENTS FROM OPPOSING COUNSEL (.3); CORRESPONDENCE TO CONOR (.2)	0.60	270.00
05/27/2020	DBS	CORRESPONDENCE FROM CONOR (.2); REVIEW PROPOSED SETTLEMENT (.2); RESEARCH RE ANALOGUE IN TEXAS LAW TO CCP 664.6 (.4)	0.80	360.00
05/28/2020	DBS	CORRESPONDENCE TO CONOR (.2)	0.20	90.00
05/29/2020	DBS	REVIEW ANDERSON DOCUMENTS (.2); CORRESPONDENCE TO CONOR (.3) For Current Services Rendered	$\frac{0.50}{5.60}$	225.00 2,520.00
		Total Current Work		2,520.00
		Previous Balance		\$1,755.00
		Balance Due		\$4,275.00

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TMTE, INC.

Account No. 233.00

RE: GENERAL BUSINESS MATTERS

Statement Date: 06/28/2020 Statement No. 1964

Page No.

This statement reflects new fees through 05/31/2020 and costs through 06/28/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 155 of 454 PageID 6146

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 21, 2020 Statement No. 2053 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
06/01/2020	DBS	RESEARCH RE TEXAS RULE 11 (.3); TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE TO		
		CONOR (.2)	0.70	315.00
06/02/2020	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10	45.00
06/03/2020	DBS	CORRESPONDENCE FROM CONOR RE BATCHELOR (.2);		
		REVIEW CORRESPONDENCE FROM ADRS RE ARBITRATORS (.2); CORRESPONDENCE TO CONOR RE ARBITRATORS (.2)	0.60	270.00
06/04/2020	DBS	CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE		
		FROM SIMON (.2); CORRESPONDENCE FROM CONOR (.3)	0.80	360.00
06/15/2020	DBS	CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE TO CONOR RE McGARITY (.2)	0.40	180.00
		` '	00	
06/16/2020	DBS	DRAFT/REVISE SUMMARY; CORRESPONDENCE TO CLIENTS (1.1)	1.10	495.00
		For Current Services Rendered	3.70	1,665.00
		Advances		
06/30/2020		SCANS / COPIES		2.40
		Total Advances		2.40
		Total Current Work		1,667.40
		Previous Balance		\$4,275.00
				# 5.040.40
		Balance Due		\$5,942.40

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TMTE, INC.

Account No. 233.00

RE: GENERAL BUSINESS MATTERS

Statement Date: 07/21/2020 Statement No. 2053 Page No. 2

This statement reflects new fees through **06/30/2020** and costs through **07/21/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 157 of 454 PageID 6148

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: August 26, 2020
Statement No. 2221
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

<u>Fees</u>

			Hours	Amount	
07/06/2020	DBS	CORRESPONDENCE FROM SOOFI RE TOWER ESTATES AND TOWER PROPERTY ONE, LLC (.1); RESEARCH RE SAME (.1); CORRESPONDENCE TO SOOFI (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM CLIENTS (.1)	0.50	225.00	
07/07/2020	DBS	CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM SOOFI (.1); RESEARCH RE WYOMING STATUS (.2)	0.40	180.00	
07/15/2020	DBS	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM SIMON (.1)	0.30	135.00	
07/16/2020	DBS	CORRESPONDENCE TO CLIENTS (.1) For Current Services Rendered	$\frac{0.10}{1.30}$	$\frac{45.00}{585.00}$	
		Total Current Work		585.00	
		Previous Balance		\$5,942.40	
<u>Payments</u>					
07/27/2020		PAYMENT - THANK YOU!		-5,942.40	
		Balance Due		\$585.00	

This statement reflects new fees through **07/31/2020** and costs through **08/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 158 of 454 PageID 6149

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2389 Account No. 233.00

Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
08/02/2020	DBS	CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE FROM CLIENTS (.2)	0.50	225.00
08/03/2020	DBS	CORRESPONDENCE FROM SOOFI RE ANNUAL REPORTS DUE (.1)	0.10	45.00
08/07/2020	DBS	RESEARCH RE WYOMING ANNUAL REPORT PROCESS (.4); TELEPHONE CONFERENCE WITH WYOMING COMPANY (.5); CORRESPONDENCE TO WYOMING COMPANY (.2); CORRESPONDENCE FROM WYOMING COMPANY (.3)	1.40	630.00
08/10/2020	DBS	CORRESPONDENCE FROM WYOMING COMPANY (.4); CORRESPONDENCE TO WYOMING COMPANY (.3); TELEPHONE CONFERENCE WITH WYOMING COMPANY (.2); TELEPHONE CONFERENCE WITH NORRIS (.3); CORRESPONDENCE TO NORRIS (.2); CORRESPONDENCE FROM ASHER (.1); TELEPHONE CONFERENCE WITH SOOFI (.2); CORRESPONDENCE FROM SOOFI (.3); CORRESPONDENCE TO SOOFI (.2)	2.20	990.00
08/13/2020	DBS	CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE TO CLIENTS (.1); REVIEW FILE (.2); TELEPHONE CONFERENCE WITH ADR SERVICES (.1)	0.60	270.00
08/14/2020	DBS	TELEPHONE CONFERENCE WITH ADR SERVICES (.4); CORRESPONDENCE TO FISHMAN (.2)	0.60	270.00
08/26/2020	DBS	CORRESPONDENCE TO CLIENT (.4)	0.40	180.00
08/27/2020	DBS	TELEPHONE CONFERENCE WITH SIMON (.4)	0.40	180.00
08/31/2020	DBS	CORRESPONDENCE TO CLIENTS (.7) For Current Services Rendered	$\frac{0.70}{6.90}$	$\frac{315.00}{3,105.00}$
		Total Current Work		3,105.00
		Previous Balance		\$585.00

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TMTE, INC.

Account No. 233.00

RE: GENERAL BUSINESS MATTERS

Statement Date: 09/27/2020 Statement No. 2389 Page No. 2

Balance Due \$3,690.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 160 of 454 PageID 6151

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2565
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

		<u> </u>		
09/01/2020	DBS	[TOWER ESTATES INC. & TOWER PROPERTY ONE LLC] - TELEPHONE CONFERENCE WITH WYOMING CO. (.2);	Hours	Amount
		TELEPHONE CONFERENCE WITH NORRIS (.4); CORRESPONDENCE TO NORRIS (.2); CORRESPONDENCE FROM NORRIS (.1)	0.90	405.00
09/03/2020	DBS	TELEPHONE CONFERENCE WITH CHO (.6)	0.60	270.00
09/08/2020	DBS	RESEARCH RE DREYFUS OPINION (.6); CORRESPONDENCE TO MILLS (.2)	0.80	360.00
09/22/2020	DBS	TELEPHONE CONFERENCE WITH WALSH (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM CLIENTS (.1)	0.40	180.00
09/23/2020	DBS	TELEPHONE CONFERENCE WITH BREDDERMAN (.1); CORRESPONDENCE FROM BREDDERMAN (.2); CORRESPONDENCE TO CLIENTS (.4); CORRESPONDENCE FROM CLIENTS (.3); TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE TO BREDDERMAN (.2); TELEPHONE CONFERENCE WITH WALSH (.2); RESEARCH RE PLATINUM ADVERTISING (.2)	1.90	855.00
09/26/2020	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10	45.00
		For Current Services Rendered	4.70	2,115.00
		<u>Expenses</u>		
08/26/2020		TO US DISTRICT COURT RE CFTC Total Expenses		$\frac{25.00}{25.00}$
		Total Current Work		2,140.00
		Previous Balance		\$3,690.00
		Finance Charge		52.77

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 161 of 454 PageID 6152

TMTE, INC.

Account No. 233.00

RE: GENERAL BUSINESS MATTERS

Statement Date: 10/26/2020 Statement No. 2565 Page No. 2

Balance Due \$5,882.77

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 162 of 454 PageID 6153

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2656 Account No. 233.00

Page: 1

RE: GENERAL BUSINESS MATTERS

Fees

			Hours	Amount
10/05/2020	DBS	CORRESPONDENCE TO CLIENTS RE STATUS OF MATTERS (.4)	0.40	180.00
10/07/2020	DBS	RESEARCH RE STATUS OF CFTC MATTER (.5); TELEPHONE CONFERENCE WITH LEWIS (.3); CORRESPONDENCE TO LEWIS (.3)	1.10	495.00
10/13/2020	DBS	CORRESPONDENCE TO CLIENTS (.2)	0.20	90.00
10/19/2020	DBS	CORRESPONDENCE FROM MADOYAN (.1); CORRESPONDENCE TO MADOYAN (.2); CORRESPONDENCE FROM FARAG (.1); REVIEW CFTC DOCKET (.2) For Current Services Rendered Total Current Work Previous Balance	<u>0.60</u> 2.30	270.00 1,035.00 1,035.00 \$5,882.77
		Finance Charge		83.38
		Balance Due		\$7,001.15

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 163 of 454 PageID 6154

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2746 Account No. 233.00

Page: 1

RE: GENERAL BUSINESS MATTERS

<u>Fees</u>

4.4.4.0.40.00			Hours	Amount
11/19/2020	DBS	CORRESPONDENCE FROM CRAWFORD (.2); CORRESPONDENCE TO CRAWFORD (.2)	0.40	180.00
11/24/2020	DBS	CORRESPONDENCE FROM ZWILLGEN RE DOCUSIGN SUBPOENA (.2); CORRESPONDENCE FROM STOUMBOS (.2); DRAFT/REVISE NOTICE OF ATTORNEY APPEARANCE (.4); REVIEW LOCAL RULES FOR N.D. TX (.4); CORRESPONDENCE FROM U S DISTRICT COURT (.1)	1.30	585.00
11/25/2020	DBS	CORRESPONDENCE FROM LEWIS (.1); CORRESPONDENCE TO LEWIS (.2) For Current Services Rendered	0.30 2.00	135.00 900.00
		Advances		
11/25/2020		[CFTC] - ONLINE RESEARCH Total Advances		$\frac{20.78}{20.78}$
		Total Current Work		920.78
		Previous Balance		\$7,001.15
		Finance Charge		88.02
		Balance Due		\$8,009.95

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 164 of 454 PageID 6155

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021
Statement No. 2826
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

<u>Fees</u>

12/15/2020	DBS	CORRESPONDENCE TO ADRS (.4) For Current Services Rendered	Hours 0.40 0.40	Amount 180.00 180.00
		Total Current Work		180.00
		Previous Balance		\$8,009.95
		Finance Charge		142.06
		Balance Due		\$8,332.01

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 165 of 454 PageID 6156

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021
Statement No. 2902
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

Previous Balance \$8,332.01

Finance Charge 109.99

Balance Due \$8,442.00

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 166 of 454 PageID 6157

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021
Statement No. 3056
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

Advances

02/03/2021	ONLINE RESEARCH Total Advances	11.62 11.62
	Total Current Work	11.62
	Previous Balance	\$8,442.00
	Finance Charge	113.92
	Balance Due	\$8,567.54

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 167 of 454 PageID 6158

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021
Statement No. 3216
Account No. 233.00
Page: 1

RE: GENERAL BUSINESS MATTERS

	Advances	
03/31/2021	OVERNIGHT MAIL - FEDEX TO KELLY CRAWFORD - DALLAS, TEXAS Total Advances	$\frac{21.74}{21.74}$
	Total Current Work	21.74
	Previous Balance	\$8,567.54
	Finance Charge	141.63
	Balance Due	\$8,730.91

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 168 of 454 PageID 6159

DANIELB. SPITZER

DANIEL B. SPITZER

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TELEPHONE818-990-9700

TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3296 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Previous Balance \$8,730.91

Finance Charge 110.45

Balance Due \$8,841.36

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 169 of 454 PageID 6160

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021 Statement No. 3382 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Advances

05/31/2021 [CFTC] - SCANS / COPIES 1.60 **Total Advances** 1.60 **Total Current Work** 1.60 **Previous Balance** \$8,841.36 Finance Charge 126.23 **Balance Due** \$8,969.19

> This statement reflects new fees through 05/31/2021 and costs through 06/28/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 170 of 454 PageID 6161

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3467 Account No. 233.00 Page: 1

RE: GENERAL BUSINESS MATTERS

Previous Balance \$8,969.19

Finance Charge 114.42

Balance Due \$9,083.61

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit F

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 February 27, 2019 Invoice No. 24248

For Professional Services Rendered Through: January 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

			Hrs/Rate	Amount
1/24/2019 I	DBS	CORRESPONDENCE FROM SOOFI (.2)	0.20 450.00/hr	90.00
1/25/2019 I	DBS	TELEPHONE CONVERSATION(S) WITH RABEH (.3)	0.30 450.00/hr	135.00
1/29/2019 I	DBS	CORRESPONDENCE FROM RABEH (.2); REVIEW DOCUMENTS RECEIVED (1.4)	1.60 450.00/hr	720.00
1/30/2019 I	DBS	CORRESPONDENCE FROM FRAIGUN (.3); CORRESPONDENCE FROM RABEH (.3); REVIEW DISCOVERY FILE (.7)	1.30 450.00/hr	585.00
1/31/2019 I	DBS	CORRESPONDENCE FROM RABEH (.1); REVIEW DISCOVERY RESPONSES (1.8)	1.90 450.00/hr	855.00
I	For pr	rofessional services rendered	5.30	\$2,385.00
I	Balan	ce due	_	\$2,385.00

TMTE, INC. February 27, 2019

In Reference To: CHASE METALS INC. adv ALWAY

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THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JANUARY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 174 of 454 PageID 6165

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 March 27, 2019 Invoice No. 24274

For Professional Services Rendered Through: February 28, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	-	Hrs/Rate	Amount
2/4/2019 DBS	PREPARE SUBSTITUTIONS (.3); CORRESPONDENCE TO CLIENTS (.2)	0.50 450.00/hr	225.00
2/5/2019 DBS	CORRESPONDENCE FROM SOOFI (.3); REVIEW DOCKET (.2); REVIEW CASE MANAGEMENT STATEMENTS (.2)	0.70 450.00/hr	315.00
DBS	CORRESPONDENCE FROM FRAIGUN (.2); REVIEW CASE MANAGEMENT STATEMENTS (.2)	0.40 450.00/hr	180.00
2/6/2019 DBS	CORRESPONDENCE FROM RABEH RE SUBSTITUTIONS (.3); FILE SAME (.3); CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE FROM FRAIGUN (.1)	0.90 450.00/hr	405.00
2/7/2019 DBS	CORRESPONDENCE FROM O'REILLY (.2); FILE SUBSTITUTIONS (.3)	0.50 450.00/hr	225.00

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March 27, 2019 TMTE, INC. Page 2

In Reference To: CHASE METALS INC. adv **ALWAY**

	_	Hrs/Rate	Amount
2/8/2019 DBS	CORRESPONDENCE TO SOOFI (.1); CORRESPONDENCE FROM SOOFI (.1)	0.20 450.00/hr	90.00
2/11/2019 DBS	REVIEW CLIENT DOCUMENTS (1.4); PREPARE SUBSTITUTIONS (.1); FILE SAME (.2)	1.70 450.00/hr	765.00
2/13/2019 DBS	FILE SUBSTITUTIONS (.3); REVIEW FILE, DISCOVERY (.9); PREPARE FOR CASE MANAGEMENT CONFERENCE (.3); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO SOOFI (.1); REVIEW GRAHAM SUBSTITUTION (.1); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM FRAIGUN (.2)	2.30 450.00/hr	1,035.00
2/14/2019 DBS	APPEARANCE AT CASE MANAGEMENT CONFERENCE (3.3); MEETING WITH FRAIGUN (.8)	4.10 450.00/hr	1,845.00
2/15/2019 DBS	CORRESPONDENCE FROM RABEH (.2); CORRESPONDENCE FROM BATASHVILI (.1); CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM FRAIGUN (.3); CORRESPONDENCE TO CLIENT (.2)	0.90 450.00/hr	405.00
2/19/2019 DBS	REVIEW ALWAY DISCOVERY (.4); DRAFT/REVISE SUPPLEMENTAL RESPONSES (.6)	1.00 450.00/hr	450.00
2/24/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM CLERK (.1)	0.30 450.00/hr	135.00
2/26/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO FRAIGUN (.1)	0.20 450.00/hr	90.00
2/28/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM RABEH (.2); REVIEW DISCOVERY RESPONSES (.4); CORRESPONDENCE TO RABEH (.1); CORRESPONDENCE TO FRAIGUN (.1)	1.00 450.00/hr	450.00

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TMTE, INC.

March 27, 2019

In Reference To: CHASE METALS INC. adv ALWAY

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	For professional services rendered	Hours 14.70	Amount \$6,615.00
	Additional Charges:	11.70	φ0,015.00
2/28/2019	COPIES/SCANS		7.60
2/13/2019	ELECTRONIC FILING FEE - SUBSTITUTION OF ATTO	ORNEY	6.75
	Total costs		\$14.35
	Total amount of this bill	_	\$6,629.35
	Previous balance		\$2,385.00
3/14/2019 I	Payment - thank you	_	(\$2,385.00)
	Total payments and adjustments		(\$2,385.00)
	Balance due	_	\$6,629.35

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH FEBRUARY 28, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 177 of 454 PageID 6168

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 April 30, 2019 Invoice No. 24304

For Professional Services Rendered Through: March 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	-	Hrs/Rate	Amount
3/4/2019 DBS	TELEPHONE CONVERSATION(S) WITH MARINA FRAIGUN (.5)	0.50 450.00/hr	225.00
3/5/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.1); REVIEW SUMMARY OF DAMAGES (.1); CORRESPONDENCE TO FRAIGUN (.1); DRAFT/REVISE DISCOVERY RESPONSES (1.4)	1.70 450.00/hr	765.00
3/6/2019 DBS	CORRESPONDENCE FROM FRAIGUN RE DEMAND (.2)	0.20 450.00/hr	90.00
3/8/2019 DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10 450.00/hr	45.00
3/10/2019 DBS	REVIEW DISCOVERY RESPONSES FROM ALWAY (.4); CORRESPONDENCE TO CLIENT (.1)	0.50 450.00/hr	225.00
3/13/2019 DBS	REVIEW DISCOVERY FILE (.5)	0.50 450.00/hr	225.00

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TMTE, INC.

April 30, 2019
In Reference To: CHASE METALS INC. adv

Page 2

In Reference To: CHASE METALS INC. adv ALWAY

Hrs/Rate Amount 3/14/2019 DBS CORRESPONDENCE FROM MARINA FRAIGUN 0.20 90.00 450.00/hr (.2)3/18/2019 DBS TELEPHONE CONVERSATION(S) WITH CLERK 3.40 1,530.00 (.3); DRAFT/REVISE NOTICE OF 450.00/hr CONTINUANCE OF HEARING (.4); RESERVE DATE (.2); FILE SAME (.2); DRAFT/REVISE SUPPLEMENTAL DISCOVERY RESPONSES (2.3)1.80 3/19/2019 DBS CORRESPONDENCE FROM CLERK (.2); 810.00 DRAFT/REVISE NOTICE OF RESETTING (.3); 450.00/hr FILE, SERVE SAME (.2); DRAFT/REVISE SUPPLEMENTAL RESPONSES (1.1) 3/20/2019 DBS CORRESPONDENCE TO CLIENT (.1): 0.50 225.00 DRAFT/REVISE NOTICE OF RESETTING 450.00/hr DEMURRER (.3); FILE SAME (.1) 3/21/2019 DBS CORRESPONDENCE TO FRAIGUN (.1); 1.90 855.00 TELEPHONE CONVERSATION(S) WITH 450.00/hr RABEH (.2); DRAFT/REVISE NOTICE OF RESETTING DEMURRERS (.3); TELEPHONE CONVERSATION(S) WITH CLERK (.2); FILE SAME (.2): DRAFT/REVISE DISCOVERY RESPONSES (.9) 3/22/2019 DBS CORRESPONDENCE FROM FRAIGUN (.2): 0.90 405.00 CORRESPONDENCE TO FRAIGUN (.2); 450.00/hr TELEPHONE CONVERSATION(S) WITH CONOR (.3); CORRESPONDENCE TO CLIENT (.2)3/25/2019 DBS REVIEW DISCOVERY FILE (.5); DRAFT/REVISE 1.30 585.00 SUPPLEMENTAL RESPONSES (.8) 450.00/hr 3/26/2019 DBS CORRESPONDENCE FROM CONOR (.1); 0.20 90.00 REVIEW PAYMENTS (.1) 450.00/hr

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TMTE, INC.
April 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

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	<u>-</u>	Hrs/Rate	Amount
3/27/2019 DBS	REVIEW NOTICES OF DEPOSITION FOR ASHER, BATASHVILI AND NORRIS (.3); DRAFT/REVISE DISCOVERY RESPONSES (2.1)	2.40 450.00/hr	1,080.00
3/28/2019 DBS	CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE DISCOVERY RESPONSES (3.8)	4.30 450.00/hr	1,935.00
3/29/2019 DBS	REVIEW NOTICES OF DEPOSITION (.1); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE DISCOVERY RESPONSES (1.3)	1.60 450.00/hr	720.00
3/31/2019 DBS	REVIEW NOTICE OF CASE MANAGEMENT CONFERENCE (.1)	0.10 450.00/hr	45.00
For p	rofessional services rendered	22.10	\$9,945.00
Addit	ional Charges :		
3/31/2019 COPIES/SCANS			
	CTRONIC FILING FEE - RESETTING OF HEARING URRER AND MOTION TO STRIKE	GS ON	6.75
Total	costs		\$27.35
Total	amount of this bill		\$9,972.35
Previo	ous balance		\$6,629.35
Balan	ce due	:	\$16,601.70

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MARCH 31, 2019.

TMTE, INC. April 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Page 4

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 May 24, 2019 Invoice No. 24335

For Professional Services Rendered Through: April 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

		Hrs/Rate	Amount
4/1/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (.3); SERVE SAME (.2)	0.50 450.00/hr	225.00
4/7/2019 DBS	REVIEW OPPOSITIONS TO DEMURRER AND MOTION TO STRIKE (.3); DRAFT/REVISE SUPPLEMENTAL DISCOVERY RESPONSES (2.9)	3.20 450.00/hr	1,440.00
4/8/2019 DBS	DRAFT/REVISE SUPPLEMENTAL RESPONSES TO ALWAY DISCOVERY (3.3); REVIEW OPPOSITIONS TO DEMURRER, MOTION TO STRIKE (.4)	3.70 450.00/hr	1,665.00
4/9/2019 DBS	CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO ASHER (.1); CORRESPONDENCE TO SIMON (.1)	0.60 450.00/hr	270.00

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May 24, 2019 TMTE, INC. Page 2

In Reference To: CHASE METALS INC. adv **ALWAY**

	<u>-</u>	Hrs/Rate	Amount
4/10/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.1)	0.10 450.00/hr	45.00
4/12/2019 DBS	CORRESPONDENCE FROM COURTCALL (.2)	0.20 450.00/hr	90.00
4/16/2019 DBS	CORRESPONDENCE FROM FRAIGUN RE POSTING OF JURY FEES (.1); POST JURY FEES (.2); APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.4); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM SIMON (.1); DRAFT/REVISE NOTICE OF POSTING (.3); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE TO CONOR (.1); REVIEW DEPARTMENT 45 FINAL STATUS CONFERENCE ORDER (.3)	2.80 450.00/hr	1,260.00
4/18/2019 DBS	TELEPHONE CONVERSATION(S) WITH SOOFI (.2)	0.20 450.00/hr	90.00
4/19/2019 DBS	DRAFT/REVISE OBJECTIONS TO NOTICES OF DEPOSITION (.4)	0.40 450.00/hr	180.00
4/21/2019 DBS	REVIEW MINUTE ORDER (.1); REVIEW FINAL STATUS CONFERENCE ORDER (.3)	0.40 450.00/hr	180.00
4/22/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); REVIEW COMPLAINT, DEMURRER, OPPOSITION (.4); PREPARE FOR HEARING (.5); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM FRAIGUN (.4); CORRESPONDENCE TO FRAIGUN (.3); CORRESPONDENCE FROM COURTCALL (.1); DRAFT/REVISE OBJECTIONS TO DEPOSITIONS (.5); CORRESPONDENCE TO CONOR (.2);	2.70 450.00/hr	1,215.00

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TMTE, INC.

May 24, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Page 3

<u>H</u>	Irs/Rate	Amount
4/30/2019 DBS CORRESPONDENCE FROM FRAIGUN (.3); CORRESPONDENCE TO FRAIGUN (.3)	0.60 450.00/hr	270.00
For professional services rendered	15.40	\$6,930.00
Additional Charges:		
4/16/2019 ELECTRONIC FILING FEE - NOTICE OF POSTING JURY (\$150.00); FILING FEE - (\$10.87)	FEES	160.87
4/19/2019 ONLINE RESEARCH COSTS		26.46
4/30/2019 COPIES/SCANS		44.00
COPIES/SCANS		71.40
Total costs		\$302.73
Total amount of this bill	_	\$7,232.73
Previous balance		\$16,601.70
5/2/2019 Payment - thank you		(\$16,601.70)
Total payments and adjustments	(\$16,601.70)
Balance due	_	\$7,232.73

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD,

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 184 of 454 PageID 6175

May 24, 2019 TMTE, INC. Page 4

In Reference To: CHASE METALS INC. adv **ALWAY**

PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 185 of 454 PageID 6176

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 June 30, 2019 Invoice No. 24369

For Professional Services Rendered Through: May 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	_	Hrs/Rate	Amount
5/2/2019 DBS	REVIEW AMENDED NOTICES OF DEPOSITION (.3)	0.30 450.00/hr	135.00
5/3/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM COURTCALL (.1)	0.30 450.00/hr	135.00
5/6/2019 DBS	CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE TO FRAIGUN (.1); REVIEW NOTICE OF CONTINUANCE RE DEMURRER (.1); REVIEW AMENDED NOTICES OF DEPOSITION (.3)	0.60 450.00/hr	270.00
5/7/2019 DBS	CORRESPONDENCE TO MANDATORY SETTLEMENT CONFERENCE DEPARTMENT ("MSC") (.2); CORRESPONDENCE FROM MSC DEPARTMENT (.1); DRAFT/REVISE INTAKE FORM (.2)	0.50 450.00/hr	225.00
5/9/2019 DBS	APPEARANCE AT HEARING ON DEMURRER (1.9); TELEPHONE CONVERSATION(S) WITH FRAIGUN (.2); REVIEW TENTATIVE (.3); CORRESPONDENCE FROM CLERK (.1);	2.70 450.00/hr	1,215.00

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TMTE, INC. June 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Page 2

		<u>-</u>	Hrs/Rate	Amount
		TELEPHONE CONVERSATION(S) WITH CLERK (.2)		
5/11/2019	DBS	RESEARCH RE CAUSES OF ACTION (.4)	0.40 450.00/hr	180.00
5/15/2019	DBS	REVIEW AMENDED NOTICES OF DEPOSITION (.5); CORRESPONDENCE TO CONOR (.2)	0.70 450.00/hr	315.00
5/25/2019	DBS	REVIEW AMENDED COMPLAINT (.3)	0.30 450.00/hr	135.00
	For pr	rofessional services rendered	5.80	\$2,610.00
	Additi	ional Charges :		
4/12/2019	COU	RTCALL TELEPHONIC APPEARANCE		94.00
4/22/2019	COU	RTCALL TELEPHONIC APPEARANCE		124.00
5/31/2019	COPI	ES/SCANS		10.80
	Total	costs		\$228.80
	Total	amount of this bill	_	\$2,838.80
	Previo	ous balance		\$7,232.73
5/28/2019	Payme	nt - thank you		(\$7,232.73)
	Total :	payments and adjustments		(\$7,232.73)
	Balan	ce due		\$2,838.80

TMTE, INC. June 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY Page 3

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 188 of 454 PageID 6179

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 July 30, 2019 Invoice No. 24402

For Professional Services Rendered Through: June 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	-	Hrs/Rate	Amount
6/20/2019 DBS	REVIEW FIRST AMENDED COMPLAINT (.3)	0.30 450.00/hr	135.00
6/24/2019 DBS	DRAFT/REVISE ANSWER (1.2); FILE SAME (.2); CORRESPONDENCE TO CLERK (.2)	1.60 450.00/hr	720.00
6/25/2019 DBS	TELEPHONE CONVERSATION(S) WITH MARINA FRAIGUN (.4); CORRESPONDENCE TO CLERK (.1); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE TO CLERK (.1)	0.80 450.00/hr	360.00
6/26/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2)	0.20 450.00/hr	90.00
For p	rofessional services rendered	2.90	\$1,305.00

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TMTE, INC. July 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Page 2

Additional Charges:

	Amount
6/24/2019 MISCELLANEOUS CHARGES - LOS ANGELES SUPERIOR COURT - COPY OF FIRST AMENDED COMPLAINT	13.00
5/6/2019 COURTCALL TELEPHONIC APPEARANCE	94.00
Total costs	\$107.00
Total amount of this bill	\$1,412.00
Previous balance	\$2,838.80
Balance due	\$4,250.80

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 190 of 454 PageID 6181

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 August 23, 2019 Invoice No. 24433

For Professional Services Rendered Through: July 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

		Hrs/Rate	Amount
7/2/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM MARTINEZ (.1)	0.30 450.00/hr	135.00
7/9/2019 DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE FROM SIMON (.1)	0.30 450.00/hr	135.00
7/10/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE TO LUCAS (.1)	0.60 450.00/hr	270.00
7/15/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO FRAIGUN (.1)	0.20 450.00/hr	90.00
7/17/2019 DBS	CORRESPONDENCE FROM FRAIGUN (.1)	0.10 450.00/hr	45.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 191 of 454 PageID 6182

TMTE, INC.

August 23, 2019
In Reference To: CHASE METALS INC. adv

Page 2

In Reference To:	CHASE METALS INC. adv
	ALWAY

		<u>-</u>	Hrs/Rate	Amount
7/18/2019	DBS	CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE FROM FRAIGUN (.1)	0.30 450.00/hr	135.00
7/19/2019	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10 450.00/hr	45.00
	For pr	rofessional services rendered	1.90	\$855.00
	Addit	ional Charges :		
6/24/2019		TRONIC FILING FEE - ANSWER TO FIRST AME PLAINT	NDED	8.50
6/30/2019	COPI	ES/SCANS		11.00
7/31/2019	COPI	ES/SCANS		3.20
	Total	costs		\$22.70
	Total	amount of this bill	_	\$877.70
	Previo	ous balance		\$4,250.80
7/26/2019 1	Payme	nt - thank you		(\$2,838.80)
	Total	payments and adjustments		(\$2,838.80)
	Balan	ce due		\$2,289.70

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU

TMTE, INC. August 23, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Page 3

CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 193 of 454 PageID 6184

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 September 25, 2019 Invoice No. 24466

For Professional Services Rendered Through: August 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	-	Hrs/Rate	Amount
8/1/2019 DBS	REVIEW AMENDED NOTICES OF DEPOSITION (.3)	0.30 450.00/hr	135.00
8/3/2019 DBS	REVIEW AMENDED NOTICES OF DEPOSITION (.2)	0.20 450.00/hr	90.00
8/14/2019 DBS	CORRESPONDENCE TO MARINA (.1); CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.1)	0.30 450.00/hr	135.00
8/19/2019 DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO CONOR (.1)	0.50 450.00/hr	225.00
8/20/2019 DBS	CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.2); DRAFT/REVISE OUTLINE FOR ALWAY DEPOSITION PREPARATION (1.9)	2.30 450.00/hr	1,035.00

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TMTE, INC.
September 25, 2019

In Reference To: CHASE METALS INC. adv ALWAY

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	<u>-</u>	Hrs/Rate	Amount
8/21/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE FROM FRAIGUN (.1)	0.50 450.00/hr	225.00
8/23/2019 DBS	APPEARANCE AT DEPOSITION OF ASHER (2.5); APPEARANCE AT DEPOSITION OF BATASHVILI (2.6)	5.10 450.00/hr	2,295.00
8/26/2019 DBS	REVIEW BATASHVILI EXHIBITS (.3)	0.30 450.00/hr	135.00
8/28/2019 DBS	CORRESPONDENCE TO RABEH SOOFI RE DOCUMENT PRODUCTION (.2)	0.20 450.00/hr	90.00
8/29/2019 DBS	CORRESPONDENCE FROM SOOFI (.2)	0.20 450.00/hr	90.00
For p	rofessional services rendered	9.90	\$4,455.00
Addit	ional Charges :		
8/31/2019 COPI	ES/SCANS		19.00
8/23/2019 PARI	KING CHARGES		15.00
Total	costs		\$34.00
Total	amount of this bill	_	\$4,489.00
Previo	ous balance		\$2,289.70
9/3/2019 Payme	nt - thank you		(\$2,289.70)
Total	payments and adjustments		(\$2,289.70)
Balan	ce due	_	\$4,489.00

TMTE, INC. September 25, 2019

In Reference To: CHASE METALS INC. adv ALWAY Page 3

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 196 of 454 PageID 6187

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 October 31, 2019 Invoice No. 24492

For Professional Services Rendered Through: September 30, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Professional Services

	Hrs/Rate	Amount
9/18/2019 DBS REVIEW ASHER TRANSCRIPT (.5); CORRESPONDENCE TO LUCAS (.2); REVIEW BATASHVILI TRANSCRIPT (.5); CORRESPONDENCE TO SIMON (.2)	1.40 450.00/hr	630.00
For professional services rendered	1.40	\$630.00
Additional Charges :		
9/30/2019 COPIES/SCANS		63.20
Total costs		\$63.20
Total amount of this bill	_	\$693.20
Previous balance		\$4,489.00
Balance due	_	\$5,182.20

TMTE, INC. October 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY Page 2

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 198 of 454 PageID 6189

LAW OFFICES OF

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November 25, 2019

TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

For Professional Services Rendered Through: October 31, 2019

In Reference To: CHASE METALS INC. adv ALWAY

Amount Previous balance \$5,182.20 11/13/2019 Payment - thank you (\$4,489.00) Total payments and adjustments (\$4,489.00) Balance due \$693.20

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD. PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 199 of 454 PageID 6190

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: December 23, 2019 Statement No. 433 Account No. 233.02

Page: 1

RE: TMTE vs ALWAY

Fees

11/21/2019	DBS	CORRESPONDENCE TO FRAIGUN (.2) For Current Services Rendered	Hours 0.20 0.20	Amount 90.00 90.00
		Total Current Work	0.20	90.00
		Previous Balance Balance Due		\$693.20 \$783.20

This statement reflects new fees through 11/30/2019 and costs through 12/23/2019.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 200 of 454 PageID 6191

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: January 29, 2020 Statement No. 721 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$783.20

Balance Due \$783.20

This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 201 of 454 PageID 6192 $^{\rm LAW}$ OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: February 28, 2020 Statement No. 1288 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$783.20

Balance Due \$783.20

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 202 of 454 PageID 6193

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: March 30, 2020
Statement No. 1427
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Fees

02/09/2020	DBS	CORRESPONDENCE TO SIMON (.1)	Hours 0.10	Amount 45.00
02/12/2020	DBS	REVIEW SIMON DEPOSITION TRANSCRIPT (.5); DRAFT/REVISE MEDIATION BRIEF (1.1)	1.60	720.00
02/25/2020	DBS	CORRESPONDENCE FROM FRAIGUN RE MANDATORY SETTLEMENT CONFERENCE PROGRAM INTAKE (.2) For Current Services Rendered	0.20 1.90	90.00 855.00
		Total Current Work		855.00
		Previous Balance		\$783.20
		Balance Due		\$1,638.20

This statement reflects new fees through **02/29/2020** and costs through **03/30/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 203 of 454 PageID 6194

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: April 26, 2020
Statement No. 1702
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Fees

			Hours	Amount	
03/09/2020	DBS	DRAFT/REVISE MANDATORY SETTLEMENT CONFERENCE INTAKE (.3); CORRESPONDENCE TO FRAIGUN (.1)	0.40	180.00	
03/10/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO FRAIGUN (.2); DRAFT/REVISE MANDATORY SETTLEMENT CONFERENCE INTAKE FORM (.2)	0.70	315.00	
03/11/2020	DBS	CORRESPONDENCE TO FRAIGUN (.1)	0.10	45.00	
03/13/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2)	0.20	90.00	
03/16/2020	DBS	REVIEW DISCOVERY REQUESTS (.5)	0.50	225.00	
03/17/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE FROM MANDATORY SETTLEMENT CONFERENCE DEPARTMENT (.1)	0.20	90.00	
03/31/2020	DBS	REVIEW DISCOVERY (.3); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE FROM FRAIGUN (.1) For Current Services Rendered	$\frac{0.50}{2.60}$	225.00 1,170.00	
		Advances			
03/31/2020		SCANS / COPIES Total Advances		10.00 10.00	
		Total Current Work		1,180.00	
		Previous Balance		\$1,638.20	
	<u>Payments</u>				
04/24/2020		PAYMENT - THANK YOU! - CHECK NO. 1014		-1,638.20	
		Balance Due		\$1,180.00	

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 204 of 454 PageID 6195

TMTE, INC.

Statement Date: 04/26/2020 Account No. 233.02 Statement No. 1702 RE: TMTE vs ALWAY Page No.

> This statement reflects new fees through 03/31/2020 and costs through 04/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 205 of 454 PageID 6196

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: May 26, 2020 Statement No. 1833 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Fees

			Hours	Amount
04/01/2020	DBS	CORRESPONDENCE TO CONOR RE DISCOVERY (.2); CORRESPONDENCE TO FRAIGUN (.1)	0.30	135.00
04/08/2020	DBS	DRAFT/REVISE DISCOVERY RESPONSES (1.2)	1.20	540.00
04/13/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO SIMON (.1); CORRESPONDENCE TO FRAIGUN (.2)	0.60	270.00
04/20/2020	DBS	CORRESPONDENCE FROM MARINA FRAIGUN (.1); CORRESPONDENCE TO CONOR (.1)	0.20	90.00
04/23/2020	DBS	DRAFT/REVISE DISCOVERY RESPONSES (3.7)	3.70	1,665.00
04/24/2020	DBS	REVIEW DISCOVERY REQUESTS, DRAFT/REVISE RESPONSES (3.2); CORRESPONDENCE TO CONOR (.3)	3.50	1,575.00
04/27/2020	DBS	CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO CLIENT (.1); CORRESPONDENCE TO CLIENT (.2); TELEPHONE CONFERENCE WITH FRAIGUN (.1)	0.70	315.00
04/30/2020	DBS	CORRESPONDENCE FROM CONOR (.2); PREPARE ALL DISCOVERY RESPONSES FOR SERVICE (.3); CORRESPONDENCE TO CONOR (.1) For Current Services Rendered	0.60 10.80	270.00 4,860.00
		<u>Advances</u>		
04/24/2020		ONLINE RESEARCH Total Advances		$\frac{6.38}{6.38}$
		Total Current Work		4,866.38
		Previous Balance		\$1,180.00

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TMTE, INC.

Statement Date: 05/26/2020 Account No. 233.02 Statement No. 1833 RE: TMTE vs ALWAY Page No.

> Balance Due \$6,046.38

This statement reflects new fees through **04/30/2020** and costs through 05/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 207 of 454 PageID 6198

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: June 28, 2020 Statement No. 1962 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Fees

			Hours	Amount
05/02/2020	DBS	REVIEW MINUTE ORDER RE CONTINUANCE (.2)	0.20	90.00
05/04/2020	DBS	CORRESPONDENCE TO CLIENTS (.4); SERVE ALL DISCOVERY RESPONSES (.3); CORRESPONDENCE TO FRAIGUN (.3); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM FRAIGUN (.1); DRAFT/REVISE SUPPLEMENTAL RESPONSES (2.7)	4.20	1,890.00
05/05/2020	DBS	DRAFT/REVISE NOTICE OF CONTINUANCES (.4); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM SIMON (.2); REVIEW FILE (.3); CORRESPONDENCE TO SIMON (.2)	1.40	630.00
05/07/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2)	0.20	90.00
	ספט	, ,	0.20	90.00
05/11/2020	DBS	REVIEW SUPPLEMENTAL DISCOVERY (.3); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM FRAIGUN (.1)	0.50	225.00
05/13/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); REVIEW SUPPLEMENTAL REQUESTS FOR ADMISSIONS AND FORM INTERROGATORIES (.2)	0.30	135.00
05/22/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO SIMON (.1); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE FROM CONOR (.1)	0.90	405.00
05/27/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO FRAIGUN (.1) For Current Services Rendered	0.20 7.90	90.00
		Expenses		
				
06/17/2020		NETWORK DEPOSITION SERVICES - ONE CERTIFIED COPY OF TRANSCRIPT OF DEPOSITION TAKEN 6/10/2020 - DANIEL ALWAY Total Expenses		501.25 501.25

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 208 of 454 PageID 6199

 TMTE, INC.
 Statement Date: 06/28/2020

 Account No.
 233.02

 RE: TMTE vs ALWAY
 Statement No.

 1962

 Page No.
 2

Total Current Work 4,056.25

Previous Balance \$6,046.38

Balance Due \$10,102.63

This statement reflects new fees through **05/31/2020** and costs through **06/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 209 of 454 PageID 6200

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: July 21, 2020
Statement No. 2051
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Fees

00/05/0000	550		Hours	Amount
06/05/2020	DBS	DRAFT/REVISE PROTECTIVE ORDER (1.8); CORRESPONDENCE TO FRAIGUN (.2)	2.00	900.00
06/08/2020	DBS	TELEPHONE CONFERENCE WITH CLIENTS (.3)	0.30	135.00
06/09/2020	DBS	REVIEW NOTICE OF DEPOSITION (.1); PREPARE FOR DEPOSITION (.9)	1.00	450.00
06/10/2020	DBS	PREPARE FOR, APPEARANCE AT DEPOSITION OF DAN ALWAY (2.7)	2.70	1,215.00
06/11/2020	DBS	CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO SIMON (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM FRAIGUN (.1); REVIEW STIPULATION AND ORDER (.1)	0.80	360.00
06/17/2020	DBS	REVIEW AMENDMENT TO COMPLAINT (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM FRAIGUN (.1)	0.30	135.00
06/19/2020	DBS	CORRESPONDENCE TO SIMON (.1)	0.10	45.00
06/22/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR (.2)	0.30	135.00
06/24/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1)	0.10	45.00
		For Current Services Rendered	7.60	3,420.00
		Total Current Work		3,420.00
		Previous Balance		\$10,102.63
		Balance Due		\$13,522.63

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TMTE, INC.

Statement Date: 07/21/2020 Account No. 233.02 Statement No. 2051 RE: TMTE vs ALWAY Page No.

> This statement reflects new fees through 06/30/2020 and costs through 07/21/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 211 of 454 PageID 6202

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: August 26, 2020
Statement No. 2219
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Fees

			Hours	Amount
07/01/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO CLIENTS (.2)	0.40	180.00
07/09/2020	DBS	TELEPHONE CONFERENCE WITH FRAIGUN (.1); CORRESPONDENCE TO FRAIGUN (.1)	0.20	90.00
07/10/2020	DBS	CORRESPONDENCE TO MARINA (.1); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM CLIENTS (.2); TELEPHONE CONFERENCE WITH MARINA (.2); REVIEW FILE, DOCUMENTS RECEIVED (.4)	1.00	450.00
07/15/2020	DBS	TELEPHONE CONFERENCE WITH FRAIGUN (.2); CORRESPONDENCE FROM FRAIGUN (.3); CORRESPONDENCE TO FRAIGUN (.3)	0.80	360.00
07/16/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO FRAIGUN (.1)	0.20	90.00
07/17/2020	DBS	TELEPHONE CONFERENCE WITH FRAIGUN (.2)	0.20	90.00
07/20/2020	DBS	CORRESPONDENCE FROM SIMON (.1); REVIEW PROFIT & LOSS (.1)	0.20	90.00
07/21/2020	DBS	CORRESPONDENCE FROM CLIENT (.1); TELEPHONE CONFERENCE WITH FRAIGUN (.4); CORRESPONDENCE TO CLIENTS (.2)	0.70	315.00
07/22/2020	DBS	CORRESPONDENCE TO FRAIGUN (.1)	0.10	45.00
07/24/2020	DBS	CORRESPONDENCE FROM SIMON (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO FRAIGUN (.1)	0.50	225.00
07/27/2020	DBS	CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE TO CLIENTS (.3) For Current Services Rendered	$\frac{0.40}{4.70}$	180.00 2,115.00
		Total Current Work		2,115.00

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TMTE, INC.

Statement Date: 08/26/2020 Account No. 233.02 Statement No. 2219 RE: TMTE vs ALWAY Page No.

> Previous Balance \$13,522.63

> > **Payments**

07/27/2020 PAYMENT - THANK YOU! -13,522.63

> Balance Due \$2,115.00

This statement reflects new fees through 07/31/2020 and costs through 08/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 213 of 454 PageID 6204

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: September 27, 2020 Statement No. 2386 Account No. 233.02

Page: 1

RE: TMTE vs ALWAY

Fees

00/00/0000	550		Hours	Amount
08/02/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.2)	0.30	135.00
08/03/2020	DBS	CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE TO CLIENTS (.2)	0.30	135.00
08/04/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); CORRESPONDENCE FROM CLIENT (.1); TELEPHONE CONFERENCE WITH FRAIGUN (.3); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO FRAIGUN (.2)	0.90	405.00
08/10/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO BELICHENKO (.2); CORRESPONDENCE FROM BELICHENKO (.2); CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE TO CLIENTS (.1)	0.90	405.00
08/18/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO FRAIGUN (.1); CORRESPONDENCE TO CLIENTS (.1)	0.40	180.00
08/20/2020	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10	45.00
08/21/2020	DBS	TELEPHONE CONFERENCE WITH FRAIGUN (.3); CORRESPONDENCE FROM CLIENTS (.2); CORRESPONDENCE TO CLIENTS (.3); DRAFT/REVISE DECLARATION OF BELICHENKO (.7); CORRESPONDENCE TO BELICHENKO (.2); CORRESPONDENCE FROM BELICHENKO (.1); CORRESPONDENCE FROM FRAIGUN (.3); CORRESPONDENCE TO FRAIGUN (.4)	2.50	1,125.00
08/22/2020	DBS	CORRESPONDENCE FROM FRAIGUN (.1); TELEPHONE CONFERENCE WITH FRAIGUN (.2); CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE TO CLIENTS (.1)	0.60	270.00
08/24/2020	DBS	CORRESPONDENCE FROM MARINA (.1); CORRESPONDENCE FROM BELICHENKO (.2); CORRESPONDENCE TO BELICHENKO (.1)	0.40	180.00
08/27/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE		

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TMTE, INC.

Account No. 233.02

RE: TMTE vs ALWAY

Statement Date: 09/27/2020
Statement No. 2386
Page No. 2

	Hours	Amount
TO CLIENTS (.1); CORRESPONDENCE FROM CLIENTS (.1); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE		
TO FRAIGUN (.2)	0.80	360.00
For Current Services Rendered	7.20	3,240.00
Total Current Work		3,240.00
Previous Balance		\$2,115.00
Balance Due		\$5,355.00
Balarioo Bao		Ψ5,500.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 215 of 454 PageID 6206

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: October 26, 2020
Statement No. 2562
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Fees

09/01/2020	DBS	TELEPHONE CONFERENCE WITH MARINA (.3)	Hours 0.30	Amount 135.00
09/02/2020	DBS	CORRESPONDENCE TO FRAIGUN (.2); CORRESPONDENCE FROM FRAIGUN (.2); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH FRAIGUN (.2)	0.80	360.00
09/10/2020	DBS	CORRESPONDENCE FROM MARINA (.1); CORRESPONDENCE TO CLIENTS (.2)	0.30	135.00
09/14/2020	DBS	TELEPHONE CONFERENCE WITH SIMON (.2); CORRESPONDENCE TO FRAIGUN (.1)	0.30	135.00
09/16/2020	DBS	CORRESPONDENCE FROM MARINA (.1); CORRESPONDENCE TO CLIENTS (.1)	0.20	90.00
09/19/2020	DBS	REVIEW FILE (.2)	0.20	90.00
		For Current Services Rendered	2.10	945.00
		Total Current Work		945.00
		Previous Balance		\$5,355.00
		Finance Charge		76.58
		Balance Due		\$6,376.58

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 216 of 454 PageID 6207

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: November 24, 2020 Statement No. 2653 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,376.58

Finance Charge 90.10

Balance Due \$6,466.68

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 217 of 454 PageID 6208

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: December 20, 2020 Statement No. 2743 Account No. 233.02

Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,466.68

Finance Charge 80.78

Balance Due \$6,547.46

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 218 of 454 PageID 6209

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: January 26, 2021 Statement No. 2823 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,547.46

Finance Charge 114.95

Balance Due \$6,662.41

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 219 of 454 PageID 6210

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: February 23, 2021 Statement No. 2899 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,662.41

Finance Charge 86.99

Balance Due \$6,749.40

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 220 of 454 PageID 6211 $^{\circ}$ Page 3:20-cv-02910-L Document 318 Filed 09/28/21

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90 Statement Date: March 24, 2021
Statement No. 3053
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,749.40

Finance Charge 90.10

Balance Due \$6,839.50

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 221 of 454 PageID 6212

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: April 29, 2021
Statement No. 3213
Account No. 233.02
Page: 1

RE: TMTE vs ALWAY

Advances

03/18/2021 ELECTRONIC FILING FEE - DECLARATION OF DANIEL B. SPITZER
RE NOTICE OF STAY
Total Advances
7.26

Total Current Work 7.26

Previous Balance \$6,839.50

Finance Charge 111.85

Balance Due \$6,958.61

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 222 of 454 PageID 6213 $^{\circ}$ Page 3:20-cv-02910-L Document 318 Filed 09/28/21

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: May 27, 2021 Statement No. 3293 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$6,958.61

Finance Charge 87.09

Balance Due \$7,045.70

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 223 of 454 PageID 6214

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: June 28, 2021 Statement No. 3379 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$7,045.70

Finance Charge 99.53

Balance Due \$7,145.23

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 224 of 454 PageID 6215

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90

Statement Date: July 27, 2021 Statement No. 3464 Account No. 233.02 Page: 1

RE: TMTE vs ALWAY

Previous Balance \$7,145.23

Finance Charge 90.20

\$7,235.43

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Exhibit G

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 226 of 454 PageID 6217

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 February 27, 2019 Invoice No. 24249

For Professional Services Rendered Through: January 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
1/24/2019 DBS	CORRESPONDENCE FROM ASHER (.3); RESEARCH RE McCANNABIZ (.3); CORRESPONDENCE FROM SOOFI (.3)	0.90 450.00/hr	405.00
1/25/2019 DBS	CORRESPONDENCE FROM CLIENT (.1); CORRESPONDENCE TO CLIENT (.1); TELEPHONE CONVERSATION(S) WITH RABEH (.3)	0.50 450.00/hr	225.00
For p	professional services rendered	1.40	\$630.00
Balar	nce due		\$630.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JANUARY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU

In Reference To: TMTE vs BENAVIDEZ Page 2

CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 228 of 454 PageID 6219

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 March 27, 2019 Invoice No. 24275

For Professional Services Rendered Through: February 28, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

	_	Hrs/Rate	Amount
2/6/2019 DBS	TELEPHONE CONVERSATION(S) WITH ASHER (.5); TELEPHONE CONVERSATION(S) WITH SOOFI (.3); CORRESPONDENCE FROM ASHER RE KWON (.1); REVIEW DOCUMENTS RE KWON (.4); CORRESPONDENCE FROM SOOFI (.4); CORRESPONDENCE FROM ASHER RE BENAVIDEZ (.2); CORRESPONDENCE FROM BATASHVILI (.2); RESEARCH RE NEW DIRECTION (.2); CORRESPONDENCE FROM SOOFI RE MCANNABIZ (.2); DRAFT/REVISE COMPLAINT (3.2)	5.70 450.00/hr	2,565.00
2/7/2019 DBS	CORRESPONDENCE FROM SOOFI RE CASTILLO (.2); REVIEW CASTILLO SETTLEMENT (.2); RESEARCH RE MCCANNABIZ (.3); CORRESPONDENCE FROM SOOFI RE SAME (.1); CORRESPONDENCE TO CLIENT (.2); DRAFT/REVISE COMPLAINT (6.8)	7.80 450.00/hr	3,510.00
2/8/2019 DBS	DRAFT/REVISE COMPLAINT (2.8); FILE COMPLAINT, SUMMONS (.3); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE TO CLIENT (.2);	4.70 450.00/hr	2,115.00

	<u>-</u>	Hrs/Rate	Amount
	CORRESPONDENCE FROM O'REILLY (.4); REVIEW CLIENT EDITS (.2); CORRESPONDENCE FROM SOOFI (.4); CORRESPONDENCE TO SOOFII (.1); CORRESPONDENCE FROM CLERK (.1)		
2/11/2019 DBS	CORRESPONDENCE FROM CLERK RE CONFORMED COPIES (.2); CORRESPONDENCE FROM O'REILLY RE AMENDMENT (.1); CORRESPONDENCE TO PROCESS SERVER (.1)	0.40 450.00/hr	180.00
2/12/2019 DBS	CORRESPONDENCE FROM ASHER (.2); REVIEW DOCUMENTS RECEIVED RE GRANT, RATHMAN, NAVA (.3); REVIEW VIDEO OF GRANT (.2); CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM ASHER (.1); REVIEW DOCUMENTS FROM SOOFI RE ORIGINAL COMPLAINT (.4); DRAFT/REVISE FIRST AMENDED COMPLAINT (2.2)	3.60 450.00/hr	1,620.00
2/13/2019 DBS	CORRESPONDENCE FROM O'REILLY RE AMENDMENT (.2); DRAFT/REVISE AMENDED COMPLAINT (1.8); DRAFT/REVISE SUMMONS (.2); CORRESPONDENCE FROM SOOFI (.1)	2.30 450.00/hr	1,035.00
2/14/2019 DBS	CORRESPONDENCE TO CLIENTS (.3); DRAFT/REVISE FIRST AMENDED COMPLAINT (2.7); RESEARCH RE SAME (1.2)	4.20 450.00/hr	1,890.00
2/15/2019 DBS	CORRESPONDENCE FROM RABEH (.3); REVIEW DOCUMENTS RE WILSHIRE METALS (.2); REVIEW DOCKET (.2); CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM GOLDMAN (.2); CORRESPONDENCE FROM FAIRMAN (.1)	1.10 450.00/hr	495.00
2/20/2019 DBS	CORRESPONDENCE FROM CONOR (.2); FILE AMENDED COMPLAINT (.2); DRAFT/REVISE SAME (.8); DRAFT/REVISE SUMMONS (.1); FILE SAME (.2); CORRESPONDENCE TO	2.70 450.00/hr	1,215.00

TMTE, INC.

In Reference To: TMTE vs BENAVIDEZ

March 27, 2019

Page 3

	-	Hrs/Rate	Amount
	CONOR (.2); CORRESPONDENCE FROM CLERK (.3); REVIEW CORRESPONDENCE FROM LOS ANGELES SUPERIOR COURT (.2); PREPARE FOR SERVICE ON ALL DEFENDANTS (.5)		
2/21/2019 DBS	CORRESPONDENCE FROM CLERK (.2); TELEPHONE CONVERSATION(S) WITH CLERK (.2)	0.40 450.00/hr	180.00
2/22/2019 DBS	CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE FROM CONOR (.1)	0.20 450.00/hr	90.00
2/26/2019 DBS	TELEPHONE CONVERSATION(S) WITH LEGAL ZOOM (.3); PREPARE DOCUMENTS FOR SERVICE (.4); CORRESPONDENCE TO ATTORNEY SERVICE RE SERVICE (.7); CORRESPONDENCE FROM ATTORNEY SERVICE (.4); CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM CLERK (.1)	, 2.50 450.00/hr	1,125.00
2/27/2019 DBS	APPEARANCE AT HEARING BEFORE LABOR COMMISSIONER RE CASTILLO (2.7)	2.70 450.00/hr	1,215.00
2/28/2019 DBS	CORRESPONDENCE FROM ATTORNEY SERVICE (.2); CORRESPONDENCE FROM CLERK (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CLIENT (.1)	0.50 450.00/hi	225.00
For p	rofessional services rendered	38.80	\$17,460.00

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TMTE, INC.

In Reference To: TMTE vs BENAVIDEZ

March 27, 2019
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Additional Charges:

			Amount
2/28/2019	COPIES/SCANS		85.80
2/6/2019	ONLINE RESEARCH COSTS		38.58
2/7/2019	ONLINE RESEARCH COSTS		13.48
2/13/2019	ONLINE RESEARCH COSTS		12.00
2/20/2019	ONLINE RESEARCH COSTS		5.61
2/6/2019	SUPERIOR COURT FILING FEE (\$435.00); ELECTRONIC FILIN (\$6.75)	G FEE	E 441.75
	ELECTRONIC FILING FEE RE SUMMONS (\$6.75); CIVIL CASE COVER SHEET AND CIVIL CASE COVER SHEET ADDENDUM STATEMENT OF LOCATION (\$6.75)		13.50
2/20/2019	ELECTRONIC FILING FEE - FIRST AMENDED COMPLAINT		6.75
2/26/2019	SERVICE FEES - SUMMONS AND COMPLAINT TO MCCANNALLC	ABIZ,	148.78
	SERVICE FEES - SUMMONS AND COMPLAINT TO MCCANNA POD 1, LLC	ABIZ	148.78
	Total costs	-	\$915.03
	Total amount of this bill	\$18	3,375.03
	Previous balance	!	\$630.00
3/14/2019 1	Payment - thank you	((\$630.00)
	Total payments and adjustments	(:	\$630.00)

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 232 of 454 PageID 6223 TMTE, INC. March 27, 2019

In Reference To: TMTE vs BENAVIDEZ Page 5

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH FEBRUARY 28, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 April 30, 2019 Invoice No. 24305

For Professional Services Rendered Through: March 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

	_	Hrs/Rate	Amount
3/1/2019 DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM PROCESS SERVER (.4); CORRESPONDENCE TO CONOR (.1); FILE AFFIDAVIT RE McCANNABIZ (.2)	0.90 450.00/hr	405.00
3/3/2019 DBS	CORRESPONDENCE FROM PROCESS SERVER (.4)	0.40 450.00/hr	180.00
3/4/2019 DBS	CORRESPONDENCE FROM PROCESS SERVER (.3)	0.30 450.00/hr	135.00
3/5/2019 DBS	TELEPHONE CONVERSATION(S) WITH WEINTRAUB (.4); CORRESPONDENCE FROM CONOR (.1); DRAFT/REVISE SERVICE SUMMARY (.2); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM CLERK (.2)	1.00 450.00/hr	450.00
3/6/2019 DBS	CORRESPONDENCE FROM CLERK (.2); CORRESPONDENCE FROM PROCESS SERVERS (.2)	0.40 450.00/hr	180.00

	<u>-</u>	Hrs/Rate	Amount
3/8/2019 DBS	CORRESPONDENCE FROM PROCESS SERVERS (.3); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.50 450.00/hr	225.00
3/9/2019 DBS	CORRESPONDENCE FROM PROCESS SERVER (.2)	0.20 450.00/hr	90.00
3/11/2019 DBS	CORRESPONDENCE FROM WEINTRAUB (.2); CORRESPONDENCE FROM PROCESS SERVERS (.2)	0.40 450.00/hr	180.00
3/12/2019 DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR RE PROBLEMS RE SERVICE (.2); TELEPHONE CONVERSATION(S) WITH CONOR RE SERVICE BY PUBLICATION (.3); CORRESPONDENCE FROM PROCESS SERVERS (.2): CORRESPONDENCE FROM CLERK (.1)	0.90 450.00/hr	405.00
3/14/2019 DBS	CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE TO ASHER (.2); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO WEINTRAUB (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM SEAVER (.2)	1.20 450.00/hr	540.00
3/15/2019 DBS	CORRESPONDENCE FROM RABEH (.1); CORRESPONDENCE FROM ASHER (.1); CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO WEINTRAUB (.2); CORRESPONDENCE FROM WEINTRAUB (.2); DRAFT/REVISE NOTICES AND ACKNOWLEDGMENT (.2); REVIEW TMTE CORPORATE STATUS (.2)	1.10 450.00/hr	495.00
3/19/2019 DBS	CORRESPONDENCE FROM SERVER (.2); CORRESPONDENCE FROM RABEH (.2); RESEARCH RE ISSUES RELATED TO INJUNCTION (.6); CORRESPONDENCE FROM	1.60 450.00/hr	720.00

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TMTE, INC.

In Reference To: TMTE vs BENAVIDEZ

April 30, 2019

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		Hrs/Rate	Amount
	WEINTRAUB (.1); CORRESPONDENCE TO WEINTRAUB (.2); RESEARCH RE AUAG (.3)		
3/20/2019 DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CLIENTS (.6); CORRESPONDENCE FROM SERVERS (.2); CORRESPONDENCE TO SERVER (.2); RESEARCH RE CAUSES OF ACTION, INJUNCTIVE RELIEF (1.8)	2.90 450.00/hr	1,305.00
3/21/2019 DBS	CORRESPONDENCE FROM SERVER (.2)	0.20 450.00/hr	90.00
3/22/2019 DBS	CORRESPONDENCE FROM CLIENT (.2); CORRESPONDENCE TO CLIENT (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.1); CORRESPONDENCE FROM SERVER (.2)	0.70 450.00/hr	315.00
3/25/2019 DBS	REVIEW MIEDEMA DECLARATION (.1); REVIEW EMAILS RE NDTCO, TEXTS (.3)	0.40 450.00/hr	180.00
3/27/2019 DBS	CORRESPONDENCE FROM CONOR (.2); REVIEW MIEDEMA DECLARATION (.2); DRAFT/REVISE SAME (.3); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2); CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO CONOR (.1)	1.10 450.00/hr	495.00
3/28/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO REYNOLDS (.1)	0.20 450.00/hr	90.00
3/29/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE FROM CONOR RE MIEDEMA (.2); DRAFT/REVISE SECOND AMENDED COMPLAINT (2.4); RESEARCH RE SAME (.9)	3.60 450.00/hr	1,620.00

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In Reference To: TMTE vs BENAVIDEZ
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		Hrs/Rate	Amount
3/30/2019 DBS	DRAFT/REVISE SECOND AMENDED COMPLAINT (2.7); RESEARCH RE LANHAM, COPYRIGHT ISSUES (1.1)	3.80 450.00/hr	1,710.00
3/31/2019 DBS	RESEARCH RE ISSUES RELATING TO COMPLAINT (.8)	0.80 450.00/hr	360.00
For p	rofessional services rendered	22.60	\$10,170.00
Addi	tional Charges :		

Additional Charges:

3/31/2019 COPIES/SCANS

6.80

2/26/2019 SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT AND 93.47 FIRST AMENDED COMPLAINT - MARK ANTONIO BENAVIDEZ

SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT AND 148.78 FIRST AMENDED COMPLAINT - NOT SERVED - DANIEL BERSHAD

SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT ANDI48.78 FIRST AMENDED COMPLAINT - BAD ADDRESS - NOT SERVED -TORI RENEE RATHMAN

SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT ANDI48.78 FIRST AMENDED COMPLAINT - NOT SERVED - JORGE ENRIQUE NAVA

SERVICE FEES SUMMONS ON FIRST AMENDED COMPLAINT AND 174.67 FIRST AMENDED COMPLAINT - NOT SERVED - JOSEPH ANTHONY MALDONADO GRANT

SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT AND 174.67 FIRST AMENDED COMPLAINT - NOT SERVED - TIMOTHY KWON

3/1/2019 SERVICE FEES - SUMMONS ON FIRST AMENDED COMPLAINT ANDI74.67 FIRST AMENDED COMPLAINT - NOT SERVED - LISSETTE CASTILLO

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TMTE, INC.				April 30, 2019

In Reference To: TMTE vs BENAVIDEZ

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	Amount
3/8/2019 ELECTRONIC FILING FEE - FIRST LEGAL	6.75
Total costs	\$1,077.37
Total amount of this bill	\$11,247.37
Previous balance	\$18,375.03
Balance due	\$29,622.40

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MARCH 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 238 of 454 PageID 6229

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

16311 VENTURA BOULEVARD, SUITE 1200 ENCINO, CALIFORNIA 91436 - 2152 TELEPHONE (818) 990 - 9700 FACSIMILE (818) 990 - 9705 EMAIL dspitzer@spitzeresq.com URL: www.spitzeresq.com

TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 May 24, 2019 Invoice No. 24336

For Professional Services Rendered Through: April 30, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
4/1/2019 DBS	CORRESPONDENCE FROM CONOR (.2)	0.20 450.00/hr	90.00
4/5/2019 DBS	CORRESPONDENCE FROM LUCAS (.1)	0.10 450.00/hr	45.00
4/7/2019 DBS	CORRESPONDENCE FROM CONOR (.1)	0.10 450.00/hr	45.00
4/9/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO CONOR RE WOLAN, IVESTER, BENAVIDEZ DISCOVERY (.4); DRAFT/REVISE NOTICES OF ACKNOWLEDGMENT (.2); CORRESPONDENCE TO REYNOLDS (.2)	0.90 450.00/hr	405.00
4/11/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR RE ZOELLNER (.3); RESEARCH RE INJUNCTIVE RELIEF (1.6); CORRESPONDENCE FROM CONOR RE ZOELLNER, HARRIS, CAMARDELLA (.4); CORRESPONDENCE TO CONOR (.2); DRAFT/REVISE FIRST AMENDED	4.00 450.00/hr	1,800.00

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In Reference To:	TMTE vs BENAVIDEZ		Page 2	2

	-	Hrs/Rate	Amount
	CROSS-COMPLAINT (.7); DRAFT/REVISE AMENDED ANSWER (.5); FILE BOTH (.3)		
4/12/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.4)	0.40 450.00/hr	180.00
4/13/2019 DBS	DRAFT/REVISE ZOELLNER DECLARATION (.2); DRAFT/REVISE HARRIS DECLARATION (.2)	0.40 450.00/hr	180.00
4/14/2019 DBS	DRAFT/REVISE DECLARATION OF BEVERLY HARRIS (.8); DRAFT/REVISE DECLARATION OF ZOELLNER (.9); REVIEW CONOR'S NOTES (.3)	2.00 450.00/hr	900.00
4/15/2019 DBS	CORRESPONDENCE FROM CONOR (.9); DRAFT/REVISE ZOELLNER DECLARATION (.4); DRAFT/REVISE HARRIS DECLARATION (.3); DRAFT/REVISE CAMARDELLA DECLARATION (.7); REVIEW DOCUMENTS RECEIVED (.6); DRAFT/REVISE SECOND AMENDED AND SUPPLEMENTAL COMPLAINT (1.8)	4.70 450.00/hr	2,115.00
4/16/2019 DBS	CORRESPONDENCE FROM CONOR (.2); REVIEW ZOELLNER DECLARATION (.2); REVIEW HARRIS DECLARATION (.2); REVIEW FILE (.3); REVIEW CAMARDELLA DECLARATION (.2); REVIEW CAMARDELLA DOCUMENTS (.3)	1.40 450.00/hr	630.00
4/17/2019 DBS	CORRESPONDENCE FROM CONOR (.3); CORRESPONDENCE FROM LOS ANGELES SUPERIOR COURT (.2); DRAFT/REVISE ZOELLNER DECLARATION (.2); CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE EX PARTE APPLICATION TO FILE SECOND AMENDED AND SUPPLEMENTAL COMPLAINT (2.7); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2); CORRESPONDENCE TO	4.00 450.00/hr	1,800.00

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In Reference To: TMTE vs BENAVIDEZ	Page 3

		Hrs/Rate	Amount
	REYNOLDS (.2); DRAFT/REVISE HARRIS DECLARATION (.1)		
4/18/2019 DBS	CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE HARRIS DECLARATION (.1); CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE CAMARDELLA DECLARATION (.2)	0.60 450.00/hr	270.00
4/19/2019 DBS	CORRESPONDENCE FROM CONOR (.1); DRAFT/REVISE DECLARATIONS (.6); CORRESPONDENCE TO CONOR (.1)	0.80 450.00/hr	360.00
4/22/2019 DBS	DRAFT/REVISE COMPLAINT (1.8); CORRESPONDENCE FROM CONOR (.3); TELEPHONE CONVERSATION(S) WITH CONOR (.2); DRAFT/REVISE CAMARDELLA DECLARATION (.3); CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE EX PARTE APPLICATION, MEMO OF POINTS AND AUTHORITIES, DECLARATION (2.6)	5.30 450.00/hr	2,385.00
4/23/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); DRAFT/REVISE EX PARTE APPLICATION, DECLARATION (1.2); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2); CORRESPONDENCE TO REYNOLDS (.2)	1.80 450.00/hr	810.00
4/24/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.4); CORRESPONDENCE FROM CLERK (.2); FILE ALL DOCUMENTS (.2); CORRESPONDENCE TO REYNOLDS (.2); CORRESPONDENCE TO CONOR (.2); DRAFT/REVISE PROPOSED ORDER (.3); DRAFT/REVISE EX PARTE APPLICATION (.5); DRAFT/REVISE SUMMONS (.2)	2.40 450.00/hr	1,080.00

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May 24, 2019 TMTE, INC.

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		_	Hrs/Rate	Amount
4/25/2019	DBS	CORRESPONDENCE FROM CONOR (.2); FILE SUMMONS (.2); CORRESPONDENCE FROM CLERK RE SAME (.1)	0.50 450.00/h	225.00 r
4/26/2019	DBS	RESEARCH RE CAUSE OF ACTION (1.3)	1.30 450.00/h	585.00
	For p	rofessional services rendered	30.90	\$13,905.00
	Addit	ional Charges:		
4/24/2019	PART COM	CTRONIC FILING FEE - [PROPOSED] ORDER ON TE RE SECOND AMENDED AND SUPPLEMENTA PLAINT; [PROPOSED] SUMMONS ON SECOND NDED AND SUPPLEMENTAL COMPLAINT		6.75
	AME	CTRONIC FILING FEE - EX PARTE APPLICATION NDED AND SUPPLEMENTAL COMPLAINT; AME PLAINT (\$60.00); FILING FEE - (\$8.40)		ND 68.40
		CTRONIC FILING FEE - [PROPOSED] SUMMONS NDED AND SUPPLEMENTAL COMPLAINT	ON SECON	ND 6.75
4/5/2019	ONLI	NE RESEARCH COSTS		2.74
4/11/2019	ONLI	NE RESEARCH COSTS		80.37
4/24/2019	ONLI	NE RESEARCH COSTS		12.41
4/27/2019	ONLI	NE RESEARCH COSTS		5.05
4/30/2019	COPI	ES/SCANS		3.60
	Total	costs		\$186.07
	Total	amount of this bill	_	\$14,091.07
	Previo	ous balance		\$29,622.40

TMTE, INC. In Reference To: TMTE vs BENAVIDEZ	May 24, 2019 Page 5
	Amount

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Total payments and adjustments

(\$29,622.40)

Balance due

\$14,091.07

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

5/2/2019 Payment - thank you

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

(\$29,622.40)

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 June 30, 2019 Invoice No. 24370

For Professional Services Rendered Through: May 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
5/1/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); REVIEW KELLEY DECLARATION (.2)	0.30 450.00/hr	135.00
5/7/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hr	45.00
5/8/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2); CORRESPONDENCE TO REYNOLDS (.2)	0.40 450.00/hr	180.00
5/9/2019 DBS	DRAFT/REVISE EX PARTE APPLICATION RE TEMPORARY RESTRAINING ORDER (1.6); RESEARCH RE SAME (.8)	2.40 450.00/hr	1,080.00
5/10/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2); DRAFT/REVISE EX PARTE APPLICATION (2.2)	2.80 450.00/hr	1,260.00
5/11/2019 DBS	RESEARCH RE CAUSES OF ACTION, INJUNCTIVE RELIEF (1.4); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.1); CORRESPONDENCE TO REYNOLDS (.1);	6.10 450.00/hr	2,745.00

TMTE, INC.

June 30, 2019

In Reference To: TMTE vs BENAVIDEZ Page 2

	<u>-</u>	Hrs/Rate	Amount
	DRAFT/REVISE EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER (2.9); DRAFT/REVISE DECLARATIONS (.9); RESEARCH RE SAME (.7)		
5/13/2019 DBS	TELEPHONE CONVERSATION(S) WITH REYNOLDS (.4); CORRESPONDENCE TO REYNOLDS (.2); CORRESPONDENCE FROM REYNOLDS (.1); DRAFT/REVISE EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER (3.8)	4.50 450.00/hr	2,025.00
5/14/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE EX PARTE APPLICATION (3.8); CORRESPONDENCE TO CONOR (.2)	4.40 450.00/hr	1,980.00
5/15/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.1); TELEPHONE CONVERSATION(S) WITH DEFENDANTS RE EX PARTE NOTICE (.5); CORRESPONDENCE FROM BERSHAD (.2); CORRESPONDENCE TO DEFENDANTS RE EX PARTE NOTICE (.4); CORRESPONDENCE TO REYNOLDS (.2); DRAFT/REVISE DECLARATIONS, EX PARTE APPLICATION (2.9); FILE SAME (.3); TELEPHONE CONVERSATION(S) WITH CLERK (.2); CORRESPONDENCE TO COUNSEL (.2); CORRESPONDENCE TO REYNOLDS (.1); DRAFT/REVISE PROPOSED ORDER (.5)	5.70 450.00/hr	2,565.00
5/16/2019 DBS	CORRESPONDENCE FROM MELLANO (.3); TELEPHONE CONVERSATION(S) WITH MELLANO (.3); CORRESPONDENCE TO DEFENDANTS, MELLANO RE NOTICE (.3); TELEPHONE CONVERSATION(S) WITH CLERK (.2); RE-NOTICE EX PARTE (.2); CORRESPONDENCE TO CONOR (.2); DRAFT/REVISE EX PARTE APPLICATION,	3.10 450.00/hr	1,395.00

In Reference To: TMTE vs BENAVIDEZ

Page 3

	-	Hrs/Rate	Amount
	DECLARATIONS (1.2); FILE ALL DOCUMENTS (.2); CORRESPONDENCE FROM CLERK (.2)		
5/20/2019 DBS	CORRESPONDENCE FROM STRULL (.1); CORRESPONDENCE FROM MELLANO (.2); CORRESPONDENCE TO STRULL (.2); CORRESPONDENCE TO CONOR (.2); DRAFT/REVISE ORDER (.4); DRAFT/REVISE NOTICE OF RULING (.3); REVIEW DECLARATIONS OF BENAVIDEZ, ARRELLANO (.2); APPEARANCE AT HEARING (3.1); DRAFT/REVISE SUPPLEMENTAL DECLARATION (.4)	5.10 450.00/hr	2,295.00
5/21/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.3); TELEPHONE CONVERSATION(S) WITH REYNOLDS, MELLANO, STRULL (.9); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2); CORRESPONDENCE FROM MELLANO (.2); CORRESPONDENCE FROM CONOR (.3); DRAFT/REVISE ASHER DECLARATION (.4); REVIEW MEMO RE DEVELOPMENT OF SECURITY PROTOCOLS (.2); CORRESPONDENCE TO MELLANO (.2); DRAFT/REVISE AMENDED ORDER (.3)	3.00 450.00/hr	1,350.00
5/22/2019 DBS	DRAFT/REVISE SUPPLEMENTAL DECLARATION OF ASHER (1.8); TELEPHONE CONVERSATION(S) WITH CONOR (.6); TRAVEL TO, FROM SUPERIOR COURT (2.2); FILE DECLARATION (.2); CORRESPONDENCE TO ALL COUNSEL (.2); CORRESPONDENCE TO CLIENT (.2); CORRESPONDENCE TO REYNOLDS (.2)	5.40 450.00/hr	2,430.00
5/23/2019 DBS	DRAFT/REVISE NOTICE OF RULING FOR PRELIMINARY INJUNCTION (.4); CORRESPONDENCE TO ALL COUNSEL (.8); PREPARE ASHER DECLARATION FOR FILING (.3); TRAVEL TO, FROM SANTA MONICA SUPERIOR COURT (2.1); TELEPHONE	6.90 450.00/hr	3,105.00

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TMTE, INC.

June 30, 2019
In Reference To: TMTE vs BENAVIDEZ

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	Hrs/Rate	Amount
CONVERSATION(S) WITH CONOR (.3); APPEARANCE AT HEARING ON PRELIMINARY INJUNCTION (1.3); CORRESPONDENCE FROM STRULL (.3); CORRESPONDENCE TO STRULL (.3); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE TO COUNSEL (.3); DRAFT/REVISE NOTICES AND ACKNOWLEDGMENTS (.4); CORRESPONDENCE TO CONOR RE AG COMPLAINT (.2)		
5/24/2019 DBS FILE NOTICE OF RULING (.2); DRAFT/REVISE NOTICE OF ENTRY (.2)	0.40 450.00/hr	180.00
5/29/2019 DBS CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hr	45.00
5/31/2019 DBS CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hi	45.00
For professional services rendered	50.80	\$22,860.00
Additional Charges:		
5/16/2019 ELECTRONIC FILING FEE - EX PARTE APPLICATION	N	68.40
5/17/2019 MOTION FEE		61.75
5/15/2019 ELECTRONIC FILING FEE RE DECLARATION AND PROPERTY ORDER	ROPOSED	6.75
ELECTRONIC FILING FEE - ZOELLNER AND HARRIS DECLARATIONS		6.75

5/24/2019 ELECTRONIC FILING FEE

6.75

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TMTE, INC. June 30, 2019

In Reference To: TMTE vs BENAVIDEZ Page 5

	Amount
5/31/2019 COPIES/SCANS	10.40
5/10/2019 ONLINE RESEARCH COSTS	77.67
5/11/2019 ONLINE RESEARCH COSTS	34.73
5/13/2019 ONLINE RESEARCH COSTS	34.84
5/14/2019 ONLINE RESEARCH COSTS	1.20
5/15/2019 ONLINE RESEARCH COSTS	32.82
5/16/2019 ONLINE RESEARCH COSTS	7.18
5/12/2019 ONLINE RESEARCH COSTS	16.00
5/22/2019 ONLINE RESEARCH COSTS	15.25
5/20/2019 PARKING CHARGES	4.00
5/23/2019 PARKING CHARGES	4.00
3/20/2019 ELECTRONIC FILING FEE	123.30
3/27/2019 ELECTRONIC FILING FEE	6.75
3/30/2019 ELECTRONIC FILING FEE	6.75
4/17/2019 ELECTRONIC FILING FEE	6.75
4/18/2019 ELECTRONIC FILING FEE RE FIRST APPEARANCE	616.59
4/25/2019 ELECTRONIC FILING FEE	81.91
Total costs	\$1,230.54
Total amount of this bill	\$24,090.54
Previous balance	\$14,091.07

TMTE, INC. In Reference To: TMTE vs BENAVIDEZ	June 30, 2019 Page 6
	Amount
5/29/2019 Payment - thank you	(\$14,091.07)

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 248 of 454 PageID 6239

Balance due \$24,090.54

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

Total payments and adjustments

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

(\$14,091.07)

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 249 of 454 PageID 6240

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 July 30, 2019 Invoice No. 24403

For Professional Services Rendered Through: June 30, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
6/3/2019 DBS	TELEPHONE CONVERSATION(S) WITH REYNOLDS (.2)	0.20 450.00/hr	90.00
6/4/2019 DBS	TELEPHONE CONVERSATION(S) WITH REYNOLDS (.7); CORRESPONDENCE FROM REYNOLDS (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO REYNOLDS (.1)	1.20 450.00/hr	540.00
6/12/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); TELEPHONE CONVERSATION(S) WITH RATHMAN (.4); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.70 450.00/hr	315.00
6/13/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO REYNOLDS (.1)	0.20 450.00/hr	90.00
6/18/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2)	0.20 450.00/hr	90.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 250 of 454 PageID 6241 July 30, 2019

TMTE, INC.

In Reference To: TMTE vs BENAVIDEZ Page 2

	<u>-</u>	Hrs/Rate	Amount
6/20/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hr	45.00
6/26/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2); CORRESPONDENCE TO REYNOLDS (.1)	0.30 450.00/hr	135.00
6/28/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.3); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.8); CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM STONE RE NOTICE AND ACKNOWLEDGMENT (.2)	1.60 450.00/hr	720.00
For p	rofessional services rendered	4.50	\$2,025.00
Previo	ous balance	_	\$24,090.54
Balan	ace due		\$26,115.54

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 251 of 454 PageID 6242

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 August 23, 2019 Invoice No. 24434

For Professional Services Rendered Through: July 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

	<u> </u>	Hrs/Rate	Amount
7/12/2019 DBS	TELEPHONE CONVERSATION(S) WITH WRIGHT (.5); TELEPHONE CONVERSATION(S) WITH CONOR (.3)	0.80 450.00/hr	360.00
7/17/2019 DBS	REVIEW ANSWER TO COMPLAINT - BENAVIDEZ AND MAB (.3)	0.30 450.00/hr	135.00
7/19/2019 DBS	TELEPHONE CONVERSATION(S) WITH RATHMAN (.2)	0.20 450.00/hr	90.00
7/22/2019 DBS	TELEPHONE CONVERSATION(S) WITH RATHMAN (.2)	0.20 450.00/hr	90.00
7/23/2019 DBS	REVIEW BENAVIDEZ AND MAB ANSWER (.2)	0.20 450.00/hr	90.00
7/24/2019 DBS	CORRESPONDENCE FROM WRIGHT (.2)	0.20 450.00/hr	90.00

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TMTE, INC. August 23, 2019

In Reference To: TMTE vs BENAVIDEZ	Page 2
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	Hrs/Rate	Amount
7/29/2019 DBS CORRESPONDENCE FROM COURTCALL (.1)	0.10 450.00/h	45.00
7/30/2019 DBS CORRESPONDENCE FROM WRIGHT (.1)	0.10 450.00/h	45.00
For professional services rendered	2.10	\$945.00
Additional Charges:		
7/31/2019 COPIES/SCANS		7.80
Total costs		\$7.80
Total amount of this bill	_	\$952.80
Previous balance		\$26,115.54
7/26/2019 Payment - thank you		(\$24,090.54)
Total payments and adjustments	_	(\$24,090.54)
Balance due	<u> </u>	\$2,977.80

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 254 of 454 PageID 6245

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 September 25, 2019 Invoice No. 24467

For Professional Services Rendered Through: August 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

	_	Hrs/Rate	Amount
8/1/2019 DBS	CORRESPONDENCE FROM CLERK (.2)	0.20 450.00/hr	90.00
8/2/2019 DBS	TELEPHONE CONVERSATION(S) WITH WRIGHT (.2); DRAFT/REVISE NOTICE OF CONTINUANCE OF CASE MANAGEMENT CONFERENCE (.3); TELEPHONE CONVERSATION(S) WITH CLERK (.2); DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.3)	1.00 450.00/hr	450.00
8/4/2019 DBS	CORRESPONDENCE FROM COURTCALL (.1)	0.10 450.00/hr	45.00
8/5/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); TELEPHONE CONVERSATION(S) WITH CLERK (.3); CORRESPONDENCE FROM COURTCALL (.1)	0.50 450.00/hr	225.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 255 of 454 PageID 6246

TMTE, INC.
September 25, 2019

In Reference To: TMTE vs BENAVIDEZ

Page 2

	_	Hrs/Rate	Amount
8/6/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO REYNOLDS (.1)	0.20 450.00/hr	90.00
8/7/2019 DBS	TELEPHONE CONVERSATION(S) WITH REYNOLDS (.6); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO REYNOLDS (.1)	1.00 450.00/hr	450.00
8/8/2019 DBS	CORRESPONDENCE FROM CLERK (.2); PREPARE NOTICE AND ACKNOWLEDGMENT FOR FILING (.2); REVIEW CORRESPONDENCE FROM STONE (.1)	0.50 450.00/hr	225.00
8/11/2019 DBS	CORRESPONDENCE FROM WRIGHT (.1)	0.10 450.00/hr	45.00
8/12/2019 DBS	CORRESPONDENCE FROM ONE LEGAL (.1); REVIEW ANSWER, PROOF OF SERVICE (.2); CORRESPONDENCE FROM REYNOLDS (.1	0.40 450.00/hr	180.00
8/13/2019 DBS	APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.3); REVIEW FILE (.2)	1.50 450.00/hr	675.00
8/16/2019 DBS	CORRESPONDENCE FROM WRIGHT (.1); CORRESPONDENCE TO WRIGHT (.1)	0.20 450.00/hr	90.00
8/17/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2)	0.20 450.00/hr	90.00
8/29/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.2); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.3); REVIEW DRAFT OF BERSHAD DECLARATION (.4)	0.90 450.00/hr	405.00
For pr	rofessional services rendered	6.80	\$3,060.00

TMTE, INC. September 25, 2019

In Reference To: TMTE vs BENAVIDEZ Page 3

Additional Charges:

	Amount
8/8/2019 ELECTRONIC FILING FEE - NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE SUMMONS AND COMPLAINT - MARK BENAVIDEZ, KAREN ARRELLANO A MAB CONSULTANTS, LLC	6.75 .ND
8/1/2019 ELECTRONIC FILING FEE - NOTICE OF CASE MANAGEME CONFERENCE CONTINUANCE; CASE MANAGEMENT CONFERENCE STATEMENT	NT 6.75
8/31/2019 COPIES/SCANS	3.40
8/5/2019 COURTCALL TELEPHONIC APPEARANCE	94.00
Total costs	\$110.90
Total amount of this bill	\$3,170.90
Previous balance	\$2,977.80
9/3/2019 Payment - thank you	(\$2,977.80)
Total payments and adjustments	(\$2,977.80)
Balance due	\$3,170.90

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

TMTE, INC. September 25, 2019

In Reference To: TMTE vs BENAVIDEZ

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PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 258 of 454 PageID 6249

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 October 31, 2019 Invoice No. 24493

For Professional Services Rendered Through: September 30, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
9/9/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hr	45.00
9/16/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.3)	0.30 450.00/hr	135.00
9/18/2019 DBS	DRAFT/REVISE NOTICE OF RELATED CASE (.2); FILE SAME (.1); CORRESPONDENCE FROM CLERK	0.40 450.00/hr	180.00
9/19/2019 DBS	REVIEW BERSHAD DECLARATION (.2); CORRESPONDENCE TO REYNOLDS (.2); TELEPHONE CONVERSATION(S) WITH REYNOLDS (.3)	0.70 450.00/hr	315.00
9/23/2019 DBS	CORRESPONDENCE FROM CLERK (.1)	0.10 450.00/hr	45.00
For p	rofessional services rendered	1.60	\$720.00

TMTE, INC. October 31, 2019

In Reference To: TMTE vs BENAVIDEZ Page 2

Additional Charges:

	Amount
9/18/2019 ELECTRONIC FILING FEE - NOTICE OF RELATED CASE	6.75
9/30/2019 COPIES/SCANS	3.00
Total costs	\$9.75
Total amount of this bill	\$729.75
Previous balance	\$3,170.90
Balance due	\$3,900.65

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 260 of 454 PageID 6251

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 November 25, 2019 Invoice No. 24502

For Professional Services Rendered Through: October 31, 2019

In Reference To: TMTE vs BENAVIDEZ

Professional Services

		Hrs/Rate	Amount
10/1/2019 DBS	CORRESPONDENCE FROM WRIGHT (.1)	0.10 450.00/hr	45.00
10/4/2019 DBS	CORRESPONDENCE FROM CLERK RE MINUTE ORDER (.1)	0.10 450.00/hr	45.00
10/15/2019 DBS	CORRESPONDENCE FROM WRIGHT (.1)	0.10 450.00/hr	45.00
10/21/2019 DBS	CORRESPONDENCE FROM REYNOLDS (.1)	0.10 450.00/hr	45.00
10/22/2019 DBS	CORRESPONDENCE TO REYNOLDS (.1)	0.10 450.00/hr	45.00
10/29/2019 DBS	CORRESPONDENCE FROM SHUSTAK (.1); REVIEW CASE MANAGEMENT STATEMENT (.2)	0.30 450.00/hr	135.00

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TMTE, INC.

In Reference To: TMTE vs BENAVIDEZ

November 25, 2019

Page 2

	Hrs/Rate	Amount
10/30/2019 DBS CORRESPONDENCE FROM MELLANO (.1); CORRESPONDENCE TO MELLANO (.1); DRAFT/REVISE CASE MANAGEMENT STATEMENT (.3)	0.50 450.00/hr	225.00
For professional services rendered	1.30	\$585.00
Previous balance		\$3,900.65
11/13/2019 Payment - thank you		(\$3,170.90)
Total payments and adjustments		(\$3,170.90)
Balance due		\$1,314.75

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

PLEASE REFERENCE CLIENT, MATTER, AND INVOICE NUMBER ON ALL PAYMENTS. MANY THANKS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 262 of 454 PageID 6253

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 23, 2019
Statement No. 434
Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Fees

44/04/0040	DDO	CORRESPONDENCE EDOM MELLANO (C)	Hours	Amount
11/01/2019	DBS	CORRESPONDENCE TO MELLANO (.1); DRAFT/REVISE		
		DEPOSITION NOTICES, DISCOVERY REQUESTS TO IVESTER, SPELLANE (5.7)	6.00	2,700.00
11/04/2019	DBS	CORRESPONDENCE TO COUNSEL (.1); DRAFT/REVISE CASE MANAGEMENT STATEMENT (.4); FILE SAME (.2)	0.70	315.00
11/06/2019	DBS	CORRESPONDENCE FROM CLERK (.1)	0.10	45.00
11/07/2019	DBS	CORRESPONDENCE TO COURTCALL (.1); CORRESPONDENCE FROM COURTCALL (.1); DRAFT/REVISE BERSHAD SETTLEMENT AGREEMENT (.4)	0.60	270.00
11/08/2019	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE SETTLEMENT AGREEMENTS (3.7); CORRESPONDENCE TO CLIENTS (.4); REVIEW CASE		
		MANAGEMENT CONFERENCE STATEMENT (.1)	4.40	1,980.00
11/10/2019	DBS	DRAFT/REVISE RELEASE (.3)	0.30	135.00
11/12/2019	DBS	DRAFT/REVISE SETTLEMENT AGREEMENTS (1.4); CORRESPONDENCE TO CLIENTS (.7)	2.10	945.00
11/13/2019	DBS	CORRESPONDENCE TO CLIENTS (.2); REVIEW NOTICE OF INTENT TO APPEAR BY TELEPHONE (.1); REVIEW NOTICE OF JURY FEES (.1); CORRESPONDENCE FROM CLERK (.1)	0.50	225.00
11/14/2019	DBS	REVIEW NOTICE OF POSTING JURY FEES (.2); APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.1); DRAFT/REVISE NOTICE OF RULING ON CASE MANAGEMENT CONFERENCE (.4); DRAFT/REVISE NOTICE OF POSTING JURY FEES (.3)	2.00	900.00
11/15/2010	DDS		0.10	45.00
11/15/2019	DBS	CORRESPONDENCE FROM CLERK (.1)	0.10	45.00
11/18/2019	DBS	DRAFT/REVISE SETTLEMENT (.6); CORRESPONDENCE TO CLIENTS (.2)	0.80	360.00

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TMTE, IN Account N	C. 10.	233.03 vs. BENAVIDEZ	Statement Date: 12 Statement No. Page No.	
11/21/2019	DBS	DRAFT/REVISE BERSHAD SETTLEMENT AGREEMENT (.5)	Hours 0.50	Amount 225.00
11/22/2019	DBS	CORRESPONDENCE TO ROSENTHAL (.2)	0.20	90.00
11/25/2019	DBS	CORRESPONDENCE FROM CONOR RE SETTLEMENT DRAFT (.2); DRAFT/REVISE SAME (.8); CORRESPONDENCE TO CONOR (.2)	1.20	540.00
11/26/2019	DBS	CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE PROPOSED SETTLEMENT (1.2); CORRESPONDENCE TO CONOR (.1)	1.50	675.00
11/27/2019	DBS	CORRESPONDENCE FROM ROSENTHAL (.2); CORRESPONDENCE FROM CONOR (.2); DRAFT/REVISE PROPOSED SETTLEMENT (1.1) For Current Services Rendered	$\frac{1.50}{22.50}$	675.00
		Advances	22.00	10,123.00
11/07/2019 11/14/2019		ELECTRONIC FILING FEE - CASE MANAGEMENT CONFERENCE STATEMENT ELECTRONIC FILING FEE - NOTICE OF RULINGS ON CASE MANAGEMENT CONFERENCE; NOTICE OF POSTING OF JURY		6.75
11/30/2019		(\$150.00 - JURY FEE DEPOSIT) & (\$10.87 FILING FEES) SCANS / COPIES Total Advances	1220	160.87 371.20 538.82
		Total Current Work		10,663.82
		Previous Balance		\$1,314.75
		Balance Due		<u>\$11,978.57</u>

This statement reflects new fees through **11/30/2019** and costs through **12/23/2019**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 264 of 454 PageID 6255

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 29, 2020
Statement No. 722
Account No. 233.03
Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Fees

12/02/2019	DBS	CORRESPONDENCE FROM CONOR (.1); DRAFT/REVISE	Hours	Amount
		PROPOSED SETTLEMENT (1.2); CORRESPONDENCE TO CONOR (.2); REVIEW ROSENTHAL COMMENTS (.2)	1.70	765.00
12/04/2019	DBS	CORRESPONDENCE TO REYNOLDS (.2)	0.20	90.00
12/05/2019	DBS	CORRESPONDENCE TO CLIENTS RE ARRELLANO (.2); DRAFT/REVISE ARRELLANO SETTLEMENT (1.4)	1.60	720.00
12/06/2019	DBS	CORRESPONDENCE FROM LUCAS (.3); CORRESPONDENCE TO CLIENTS (.3); CORRESPONDENCE TO WRIGHT (.2); CORRESPONDENCE FROM WRIGHT (.1); DRAFT/REVISE ARRELLANO SETTLEMENT (.4)	1.30	585.00
12/12/2019	DBS	TELEPHONE CONFERENCE WITH REYNOLDS (.1); CORRESPONDENCE FROM REYNOLDS (.1)	0.20	90.00
12/17/2019	DBS	CORRESPONDENCE FROM REYNOLDS (.2); TELEPHONE CONFERENCE WITH REYNOLDS (.5); REVIEW CHANGES TO PROPOSED SETTLEMENT (.2); CORRESPONDENCE TO SHAREEF (.2); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO REYNOLDS (.2); DRAFT/REVISE EXHIBIT A (.6)	2.10	945.00
12/18/2019	DBS	DRAFT/REVISE SETTLEMENT (.4); CORRESPONDENCE TO CONOR (.2); REVIEW REDLINE (.2); DRAFT/REVISE CHIASSON DECLARATION (.5); DRAFT/REVISE WERNER DECLARATION (.5)	1.80	810.00
12/20/2019	DBS	CORRESPONDENCE FROM FARAG (.1); CORRESPONDENCE TO REYNOLDS (.3); DRAFT/REVISE EXHIBIT A (.7)	1.10	495.00
12/26/2019	DBS	DRAFT/REVISE SETTLEMENT (.4); CORRESPONDENCE TO REYNOLDS (.1)	0.50	225.00
12/27/2019	DBS	TELEPHONE CONFERENCE WITH REYNOLDS (.2); TELEPHONE CONFERENCE WITH MELLANO (.1); TELEPHONE CONFERENCE WITH CONOR (.2)	0.50	225.00

Case TMTE, IN		v-02910-L	Document 318	Filed 09/28/21	Page 265 of 45	4 PageID 6	
Account N		233.03				tement No.	722
		vs. BENAVIDE	=7		O.C.	Page No.	2
	_,	52.0.00	 _			. ago . to.	_
						Hours	Amount
12/30/2019	DBS	TELEPHONE		/ITH MELLANO (.2);			
12/30/2019	DDO		NDENCE FROM M	, ,.		0.30	135.00
				ELLANO (.1)			
		For Current S	Services Rendered			11.30	5,085.00
				Advances			
12/02/2019		ONLINE RES	SEARCH				14.17
		Total Advance	ces				14.17
		rotal ravant	500				
		Total Curren	t Work				5,099.17
							-,
		Previous Bal	ance				\$11,978.57
		Balance Due	;				\$17,077.74
							· ·

This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 266 of 454 PageID 6257

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 28, 2020 Statement No. 1289 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Fees

04/00/0000	550		Hours	Amount
01/02/2020	DBS	CORRESPONDENCE TO WERNER (.1); CORRESPONDENCE TO CLIENTS (.1)	0.20	90.00
01/03/2020	DBS	CORRESPONDENCE FROM MELLANO (.1)	0.10	45.00
01/04/2020	DBS	TELEPHONE CONFERENCE WITH KWON (.9)	0.90	405.00
01/07/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO MELLANO (.2); CORRESPONDENCE TO CONOR (.1)	0.50	225.00
01/08/2020	DBS	CORRESPONDENCE FROM MELLANO (.1)	0.10	45.00
01/14/2020	DBS	CORRESPONDENCE FROM CONOR (.1)	0.10	45.00
01/15/2020	DBS	CORRESPONDENCE TO MELLANO (.1); CORRESPONDENCE TO REYNOLDS (.1); TELEPHONE CONFERENCE WITH REYNOLDS (.3); CORRESPONDENCE TO CONOR (.2)	0.70	315.00
01/17/2020	DBS	CORRESPONDENCE TO REYNOLDS (.1)	0.10	45.00
01/21/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO REYNOLDS (.2)	0.50	225.00
01/22/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.2); CORRESPONDENCE FROM REYNOLDS (.1); CORRESPONDENCE TO CLIENT (.3); CORRESPONDENCE FROM CONOR (.1); TELEPHONE CONFERENCE WITH REYNOLDS (.4); CORRESPONDENCE FROM REYNOLDS (.2); CORRESPONDENCE FROM BERSHAD (.1); CORRESPONDENCE TO BERSHAD (.4)	1.80	810.00
01/23/2020	DBS	CORRESPONDENCE FROM CASTILLO (.1); TELEPHONE CONFERENCE WITH BERSHAD (.4); DRAFT/REVISE SETTLEMENT (.7); PREPARE SETTLEMENT AGREEMENT AND EXHIBIT A FOR DOCUSIGNING (.7); CORRESPONDENCE TO BERSHAD (.2); CORRESPONDENCE TO OTHER DEFENDANTS (.2); CORRESPONDENCE TO FARAG (.2); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM BERSHAD (.4);		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 267 of 454 PageID 6258

TMTE. INC.

Account No. 233.03 Statement No. 1289 RE: TMTE, INC. vs. BENAVIDEZ Page No. 2 Hours Amount 3.20 1.440.00 CORRESPONDENCE FROM KWON (.1) 01/24/2020 DBS CORRESPONDENCE FROM SHAREEF (.1); CORRESPONDENCE TO SHAREEF (.1); CORRESPONDENCE FROM BERSHAD (.2); CORRESPONDENCE TO CONOR (.2); TELEPHONE CONFERENCE WITH BERSHAD (.3); CORRESPONDENCE FROM NAVA (.2); CORRESPONDENCE FROM GRANT (.2); CORRESPONDENCE TO BERSHAD (.2); CORRESPONDENCE TO DEFENDANTS (.3); TELEPHONE CONFERENCE WITH CONOR (.2); TELEPHONE CONFERENCE WITH CASTILLO (.1); TELEPHONE CONFERENCE WITH NAVA (.1); TELEPHONE CONFERENCE WITH GRANT (.2); TELEPHONE CONFERENCE WITH KWON (.1) 2.50 1,125.00 01/26/2020 DBS CORRESPONDENCE FROM KWON (.2) 0.20 90.00 01/28/2020 DBS TELEPHONE CONFERENCE WITH CONOR (.2); 0.30 135.00 CORRESPONDENCE FROM CONOR (.1) CORRESPONDENCE TO CASTILLO (.2); CORRESPONDENCE 01/29/2020 DBS FROM CASTILLO (.2) 0.40 180.00 01/30/2020 DBS CORRESPONDENCE FROM GRANT (.2); CORRESPONDENCE TO GRANT (.2); TELEPHONE CONFERENCE WITH GRANT (.4); TELEPHONE CONFERENCE WITH NAVA (.3); CORRESPONDENCE FROM NAVA (.1); TELEPHONE CONFERENCE WITH CASTILLO (.3); CORRESPONDENCE TO 1.60 720.00 CONOR (.1) 01/31/2020 DBS CORRESPONDENCE FROM GRANT (.1) 0.10 45.00 For Current Services Rendered 13.30 5,985.00 **Total Current Work** 5,985.00 **Previous Balance** \$17,077.74 **Balance Due** \$23,062.74

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details.

Statement Date: 02/28/2020

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 268 of 454 PageID 6259

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 30, 2020
Statement No. 1428
Account No. 233.03
Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

<u>Fees</u>

			Hours	Amount
02/02/2020	DBS	CORRESPONDENCE TO GRANT (.2); TELEPHONE CONFERENCE WITH GRANT (.1)	0.30	135.00
02/03/2020	DBS	TELEPHONE CONFERENCE WITH CASTILLO (1.1); REVIEW MOTION TO BE RELIEVED, EX PARTE APPLICATION (.3); CORRESPONDENCE FROM MELLANO (.2); CORRESPONDENCE FROM NGO (.2); CORRESPONDENCE FROM KWON (.3); CORRESPONDENCE FROM GRANT (.2); CORRESPONDENCE FROM CASTILLO (.4); CORRESPONDENCE FROM SIGNATURE (.1); CORRESPONDENCE TO CLIENTS (.4); CORRESPONDENCE TO CASTILLO (.2); CORRESPONDENCE TO KWON (.1); TELEPHONE CONFERENCE WITH KWON (.2); CORRESPONDENCE TO GRANT (.2)	3.90	1,755.00
02/04/2020	DBC	·	0.00	1,700.00
02/04/2020	DBS	TELEPHONE CONFERENCE WITH KWON (.9); CORRESPONDENCE TO CONOR (.3); CORRESPONDENCE FROM CONOR (.1); TELEPHONE CONFERENCE WITH NAVA (.4)	1.70	765.00
02/05/2020	DBS	TELEPHONE CONFERENCE WITH GRANT (.2); CORRESPONDENCE TO GRANT (.1)	0.30	135.00
02/07/2020	DBS	CORRESPONDENCE FROM NGO (.3); DRAFT/REVISE DECLARATION OF CASTILLO (1.4); CORRESPONDENCE TO CASTILLO (.1)	1.80	810.00
02/09/2020	DBS	CORRESPONDENCE FROM NGO (.1); REVIEW NOTICE OF RULING (.2); CORRESPONDENCE TO BERSHAD (.2); TELEPHONE CONFERENCE WITH BERSHAD (.3)	0.80	360.00
02/10/2020	DBS	REVIEW CORRESPONDENCE FROM MELLANO (.1)	0.10	45.00
02/12/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE FROM CONOR (.3); CORRESPONDENCE FROM CASTILLO (.2); CORRESPONDENCE FROM LUCAS (.1); RESEARCH RE NEW EXODUS CAPITAL (.2); CORRESPONDENCE FROM CASTILLO (.2); DRAFT/REVISE DECLARATION OF CASTILLO (.5)	1.80	810.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 269 of 454 PageID 6260 TMTE, INC. Statement Date: 03/30/2020 Statement No. Account No. 233.03 1428 RE: TMTE, INC. vs. BENAVIDEZ Page No. Hours Amount 02/13/2020 45.00 DBS REVIEW NOTICE OF RULING (.1) 0.10 02/16/2020 DBS REVIEW NOTICE OF INTENT TO APPEAR (.1) 0.10 45.00 02/25/2020 DBS REVIEW CORRESPONDENCE FROM KWON, BERSHAD, GRANT AND NAVA (.3) 0.30 135.00 For Current Services Rendered 11.20 5,040.00 Advances 02/17/2020 ONLINE RESEARCH 1.08 02/29/2020 SCANS / COPIES 235.60 **Total Advances** 236.68 **Total Current Work** 5,276.68 **Previous Balance** \$23,062.74

Balance Due

This statement reflects new fees through **02/29/2020** and costs through **03/30/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

We accept American Express, Visa, Mastercard and Discover. If you wish to pay by credit card, please contact us for details. \$28,339.42

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 270 of 454 PageID 6261

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 Statement Date: April 26, 2020
Statement No. 1703
Account No. 233.03
Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Fees

 03/02/2020
 DBS
 CORRESPONDENCE FROM NGO (.2)
 Hours 0.20 90.00 90.00

 For Current Services Rendered
 0.20 90.00

 Total Current Work
 90.00

 Previous Balance
 \$28,339.42

 Balance Due
 \$28,429.42

This statement reflects new fees through **03/31/2020** and costs through **04/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 271 of 454 PageID 6262 $^{\circ}$ Page 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 271 of 454 PageID 6262

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 26, 2020 Statement No. 1834 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$28,429.42

Balance Due \$28,429.42

This statement reflects new fees through **04/30/2020** and costs through **05/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 272 of 454 PageID 6263

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2020 Statement No. 1963 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$28,429.42

Balance Due \$28,429.42

This statement reflects new fees through **05/31/2020** and costs through **06/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 273 of 454 PageID 6264

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 21, 2020
Statement No. 2052
Account No. 233.03
Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$28,429.42

Balance Due \$28,429.42

This statement reflects new fees through **06/30/2020** and costs through **07/21/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 274 of 454 PageID 6265

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: August 26, 2020
Statement No. 2220
Account No. 233.03
Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

<u>Fees</u>

		<u>Fees</u>		
07/15/2020	DBS	DRAFT STIPULATIONS AND ORDERS FOR DISMISSAL RE	Hours	Amount
01/13/2020	DBO	KWON, GRANT, NAVA, CASTILLO, BERSHAD, COLLEEN BERSHAD, AUAG, MCCANNABIZ (2.7)	2.70	1,215.00
07/16/2020	DBS	CORRESPONDENCE FROM BERSHAD (.2); TELEPHONE CONFERENCE WITH BERSHAD (.2); CORRESPONDENCE FROM CASTILLO (.2); TELEPHONE CONFERENCE WITH CASTILLO (.2); TELEPHONE CONFERENCE WITH KWON (.2); CORRESPONDENCE FROM KWON (.1); DRAFT/REVISE STIPULATIONS AND ORDERS (1.9)	3.00	1,350.00
07/20/2020	DBS	CORRESPONDENCE TO GRANT (.2); CORRESPONDENCE FROM GRANT (.2); CORRESPONDENCE FROM DUVAN (.2); REVIEW EXPERT DEMANDS (.3); CORRESPONDENCE FROM MADOYAN (.2); TELEPHONE CONFERENCE WITH GRANT (.2); CORRESPONDENCE TO BERSHAD (.4); CORRESPONDENCE TO NAVA (.2); CORRESPONDENCE TO CASTILLO (.1)	2.00	900.00
07/21/2020	DBS	TELEPHONE CONFERENCE WITH CASTILLO (.3); CORRESPONDENCE TO CASTILLO (.3); CORRESPONDENCE FROM SETHI (.1); REVIEW OBJECTIONS (.2); TELEPHONE CONFERENCE WITH NAVA (.2); TELEPHONE CONFERENCE WITH KWON (.1); CORRESPONDENCE TO NAVA (.3); CORRESPONDENCE FROM NAVA (.2); TELEPHONE CONFERENCE WITH BERSHAD (.2); CORRESPONDENCE FROM COLLEEN BERSHAD (.2); PREPARE ALL DOCUMENTS FOR FILING (.8); CORRESPONDENCE FROM CLERK (.2); REVIEW ALL STIPULATIONS, FILE (.3); CORRESPONDENCE TO ALL COUNSEL (.3); PREPARE PROOF OF SERVICE (.2); CORRESPONDENCE TO BERSHAD (.1); TELEPHONE CONFERENCE WITH SETHI (.3); CORRESPONDENCE FROM CASTILLO (.2); CORRESPONDENCE FROM KWON (.2); CORRESPONDENCE FROM GRANT (.2); CORRESPONDENCE FROM BERSHAD (.2); CORRESPONDENCE FROM KWON (.2); DRAFT/REVISE PROOFS OF SERVICE (.4); TELEPHONE CONFERENCE WITH MILLS (.1)	5.80	2,610.00
07/22/2020	DBS	CORRESPONDENCE FROM BERSHAD (.1); DRAFT/REVISE		

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 275 of 454 PageID 6266

TMTE, INC. Statement Date: 08/26/2020 Statement No. Account No. 233.03 2220 RE: TMTE, INC. vs. BENAVIDEZ Page No. Hours Amount AMENDED STIPULATIONS (.4); CORRESPONDENCE FROM WRIGHT (.1); CORRESPONDENCE FROM CLERK (.3); REFILE STIPULATIONS AND ORDERS (.4); CORRESPONDENCE TO MADOYAN (.2); DRAFT/REVISE RATHMAN DISMISSAL (.1); FILE SAME (.2); CORRESPONDENCE TO COUNSEL RE SAME (.2); CORRESPONDENCE TO CLIENTS (.1) 2.10 945.00 07/24/2020 REVIEW CORRESPONDENCE FROM CLERK RE CONFORMED DBS DOCUMENTS (.3) 0.30 135.00 07/27/2020 CORRESPONDENCE FROM CLERK (.5) 225.00 DBS 0.50 7,380.00 For Current Services Rendered 16.40 **Total Current Work** 7,380.00 **Previous Balance** \$28,429.42 Payments **Payments** 07/27/2020 PAYMENT - THANK YOU! -28,429.42 Balance Due \$7,380.00

This statement reflects new fees through **07/31/2020** and costs through **08/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 276 of 454 PageID 6267

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2388 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

<u>Fees</u>

			Hours	Amount
08/03/2020	DBS	CORRESPONDENCE FROM VARTAN (.1); CORRESPONDENCE		
		TO CLIENTS (.2); CORRESPONDENCE FROM CLIENTS (.1);	0.60	270.00
		TELEPHONE CONFERENCE WITH SETHI (.2)	0.60	270.00
08/08/2020	DBS	REVIEW MINUTE ORDER RE DISMISSAL (.2)	0.20	90.00
00/00/0000				
08/09/2020	DBS	DRAFT/REVISE NOTICE OF ENTRY (.2); SERVE SAME (.1); FILE SAME (.1)	0.40	180.00
		For Current Services Rendered	1.20	540.00
		Advances		
08/31/2020		SCANS / COPIES		2.40
		Total Advances		2.40
		Total / taranoss		2.10
		Total Current Work		542.40
		Dravious Palanes		ф 7 200 00
		Previous Balance		\$7,380.00
		Balance Due		\$7,922.40

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 277 of 454 PageID 6268

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2388 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Duplicate

Fees

			Hours	Amount
08/03/2020	DBS	CORRESPONDENCE FROM VARTAN (.1); CORRESPONDENCE		
		TO CLIENTS (.2); CORRESPONDENCE FROM CLIENTS (.1); TELEPHONE CONFERENCE WITH SETHI (.2)	0.60	270.00
08/08/2020	DBS	REVIEW MINUTE ORDER RE DISMISSAL (.2)	0.20	90.00
08/09/2020	DBS	DRAFT/REVISE NOTICE OF ENTRY (.2); SERVE SAME (.1); FILE		
		SAME (.1)	0.40	180.00
		For Current Services Rendered	1.20	540.00
		Advances		
08/31/2020		SCANS / COPIES		2.40
		Total Advances		2.40
		Total Current Work		542.40
		Previous Balance		\$7,380.00
				, ,======
		Balance Due		\$7,922.40

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 278 of 454 PageID 6269

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020 Statement No. 2564 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Advances

07/24/2020 08/10/2020	ELECTRONIC FILING FEE RE STIPULATIONS AND ORDERS ELECTRONIC FILING FEE -NOTICE OF DISMISSAL; PROOF OF	130.56
	SERVICE	7.26
	Total Advances	137.82
	Total Current Work	137.82
	Previous Balance	\$7,922.40
	Finance Charge	113.30
	Balance Due	\$8,173.52

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 279 of 454 PageID 6270

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2655 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$8,173.52

Finance Charge 115.27

Balance Due \$8,288.79

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 280 of 454 PageID 6271

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2745 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Advances

 12/08/2020
 ELECTRONIC FILING FEE - NOTICE OF RULING ON TRIAL SETTING CONFERENCE 7.26

 Total Advances
 7.26

 Total Current Work
 7.26

 Previous Balance
 \$8,288.79

Finance Charge 103.35

Balance Due \$8,399.40

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 281 of 454 PageID 6272

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2825 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Fees

			Hours	Amount
12/08/2020	DBS	DRAFT/REVISE NOTICE OF RULING (.3); FILE SAME (.1); CORRESPONDENCE FROM CLERK (.1)	0.50	225.00
		For Current Services Rendered	0.50	225.00
		Total Current Work		225.00
		Previous Balance		\$8,399.40
		Finance Charge		147.20
		Balance Due		\$8,771.60

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 282 of 454 PageID 6273

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2901 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$8,771.60

Finance Charge 114.50

Balance Due \$8,886.10

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 283 of 454 PageID 6274

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021 Statement No. 3055 Account No. 233.03

Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$8,886.10

Finance Charge 118.59

Balance Due \$9,004.69

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021 Statement No. 3215 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$9,004.69

Finance Charge 147.22

Balance Due \$9,151.91

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3295 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Previous Balance \$9,151.91

Finance Charge 114.50

\$9,266.41

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 286 of 454 PageID 6277

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021 Statement No. 3381 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Advances

	10101000	
06/21/2021	ELECTRONIC FILING FEE - STATUS REPORT RE RECEIVERSHIP Total Advances	$\frac{7.26}{7.26}$
	Total Current Work	7.26
	Previous Balance	\$9,266.41
	Finance Charge	130.86
	Balance Due	\$9,404.53

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3466 Account No. 233.03 Page: 1

RE: TMTE, INC. vs. BENAVIDEZ

Advances

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit H

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 February 27, 2019 Invoice No. 24252

For Professional Services Rendered Through: January 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

Professional Services

		Hrs/Rate	Amount
	CORRESPONDENCE FROM SOOFI (.1); REVIEW CLIENT DOCUMENTS (.7)	0.80 450.00/hr	360.00
(CORRESPONDENCE FROM RABEH (.1); CORRESPONDENCE FROM ADR SERVICES (.1); CORRESPONDENCE TO RABEH (.2)	0.40 450.00/hr	180.00
For pro	ofessional services rendered	1.20	\$540.00
Balance	e due		\$540.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JANUARY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

TMTE, INC. February 27, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK Page 2

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 March 27, 2019 Invoice No. 24278

For Professional Services Rendered Through: February 28, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

	-	Hrs/Rate	Amount
2/13/2019 DBS	CORRESPONDENCE FROM SOOFI (.1); CORRESPONDENCE FROM CHO (.2)	0.30 450.00/hr	135.00
2/14/2019 DBS	CORRESPONDENCE FROM SOOFI (.2); CORRESPONDENCE TO SOOFI N(.2); CORRESPONDENCE FROM CHO (.2)	0.60 450.00/hr	270.00
2/19/2019 DBS	CORRESPONDENCE FROM ADR SERVICES (.1)	0.10 450.00/hr	45.00
2/21/2019 DBS	CORRESPONDENCE FROM ADR (.1); CORRESPONDENCE FROM SOOFI (.1)	0.20 450.00/hr	90.00
For p	rofessional services rendered	1.20	\$540.00
Previ	ous balance		\$540.00
3/14/2019 Payme	ent - thank you		(\$540.00)
Total	payments and adjustments		(\$540.00)

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TMTE, INC.
In Reference To: TMTE, INC. vs KIRKPATRICK
Page 2

Amount

Balance due

\$540.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH FEBRUARY 28, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 293 of 454 PageID 6284

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 April 30, 2019 Invoice No. 24307

For Professional Services Rendered Through: March 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

		Hrs/Rate	Amount
3/13/2019 DBS	CORRESPONDENCE FROM CHO (.1)	0.10 450.00/hr	45.00
3/19/2019 DBS	CORRESPONDENCE FROM ADR (.1)	0.10 450.00/hr	45.00
3/20/2019 DBS	CORRESPONDENCE FROM RABEH (.1)	0.10 450.00/hr	45.00
3/21/2019 DBS	CORRESPONDENCE FROM REID (.2); CORRESPONDENCE FROM CHO (.2); CORRESPONDENCE TO SOOFI (.1)	0.50 450.00/hr	225.00
For p	rofessional services rendered	0.80	\$360.00
Previo	ous balance		\$540.00
Balan	ce due	_	\$900.00

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THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MARCH 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 May 24, 2019 Invoice No. 24339

For Professional Services Rendered Through: April 30, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

	-	Hrs/Rate	Amount
4/4/2019 DBS	CORRESPONDENCE FROM REID(.4); CORRESPONDENCE FROM RABEH (.2); CORRESPONDENCE TO REID (.2); CORRESPONDENCE FROM CHO (.1)	0.90 450.00/hr	405.00
4/8/2019 DBS	TELEPHONE CONVERSATION(S) WITH COLIN REID (.5)	0.50 450.00/hr	225.00
4/9/2019 DBS	CORRESPONDENCE TO CONOR (.1)	0.10 450.00/hr	45.00
4/18/2019 DBS	TELEPHONE CONVERSATION(S) WITH SOOFI (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.2); REVIEW DOCUMENTS RECEIVED (.5)	0.90 450.00/hr	405.00
4/23/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.4); REVIEW FILE (.4); TELEPHONE CONVERSATION(S) WITH CONOR (.2); CORRESPONDENCE TO CONOR (.2)	1.20 450.00/hr	540.00

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TMTE, INC.

In Reference To: TMTE, INC. vs KIRKPATRICK

May 24, 2019

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		Hrs/Rate	Amount
4/24/2019 DBS	REVIEW DOCUMENTS RECEIVED (.4); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.60 450.00/hr	270.00
4/29/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.3); CORRESPONDENCE FROM REID (.1); CORRESPONDENCE FROM ADR SERVICES (.1); CORRESPONDENCE TO REID (.1)	0.60 450.00/hr	270.00
For p	rofessional services rendered	4.80	\$2,160.00
Previo	ous balance		\$900.00
5/2/2019 Payme	nt - thank you		(\$900.00)
Total	payments and adjustments		(\$900.00)
Balan	ce due		\$2,160.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 June 30, 2019 Invoice No. 24373

For Professional Services Rendered Through: May 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

		Hrs/Rate	Amount
5/1/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.4)	0.40 450.00/hr	180.00
5/2/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.3); CORRESPONDENCE FROM REID (.1); CORRESPONDENCE FROM SOOFI (.1)	0.50 450.00/hr	225.00
5/3/2019 DBS	CORRESPONDENCE FROM CHO (.1); REVIEW INITIATION PACKET (.2)	0.30 450.00/hr	135.00
5/4/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.3)	0.30 450.00/hr	135.00
5/13/2019 DBS	CORRESPONDENCE FROM KIM (.1); REVIEW DISCLOSURE LETTER (.2)	0.30 450.00/hr	135.00
5/14/2019 DBS	CORRESPONDENCE FROM ADR SERVICES (.2); CORRESPONDENCE TO ADR SERVICES (.2); CORRESPONDENCE FROM REID (.1); CORRESPONDENCE FROM WOO (.2)	0.70 450.00/hr	315.00

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TMTE, INC.

In Reference To: TMTE, INC. vs KIRKPATRICK

June 30, 2019

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		<u>-</u>	Hrs/Rate	Amount
5/15/2019	DBS	TELEPHONE CONVERSATION(S) WITH COLIN (.2)	0.20 450.00/hr	90.00
5/19/2019	DBS	CORRESPONDENCE FROM ADR SERVICES RE DISCLOSURES, CONFERENCE (.2)	0.20 450.00/hr	90.00
5/21/2019	DBS	TELEPHONE CONVERSATION(S) WITH ADR SERVICES (.3); CORRESPONDENCE FROM WOO (.1)	0.40 450.00/hr	180.00
5/23/2019	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	0.20 450.00/hr	90.00
5/24/2019	DBS	CORRESPONDENCE FROM ADR SERVICES RE TELEPHONE CONFERENCE (.2)	0.20 450.00/hr	90.00
	For pr	ofessional services rendered	3.70	\$1,665.00
	Additi	ional Charges :		
5/31/2019	COPII	ES/SCANS		2.40
	Total	costs		\$2.40
	Total	amount of this bill	_	\$1,667.40
	Previo	ous balance		\$2,160.00
5/29/2019 1	Payme	nt - thank you		(\$2,160.00)
	Total j	payments and adjustments		(\$2,160.00)
	Balan	ce due		\$1,667.40

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 300 of 454 PageID 6291

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 July 30, 2019 Invoice No. 24406

For Professional Services Rendered Through: June 30, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

	-	Hrs/Rate	Amount
6/5/2019 DBS	CORRESPONDENCE FROM ADR SERVICES (.2); CORRESPONDENCE TO CONOR (.1)	0.30 450.00/hr	135.00
6/12/2019 DBS	CORRESPONDENCE FROM REID (.1); TELEPHONE CONVERSATION(S) WITH REID (.2)	0.30 450.00/hr	135.00
6/14/2019 DBS	CORRESPONDENCE FROM SIMON (.1); CORRESPONDENCE TO SIMON (.1); TELEPHONE CONVERSATION(S) WITH REID (.4); CORRESPONDENCE TO CLIENT (.4)	1.00 450.00/hr	450.00
6/18/2019 DBS	TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.20 450.00/hr	90.00
6/26/2019 DBS	REVIEW FILE (.2); TELEPHONE CONVERSATION(S) WITH JUDGE MILLER, REID (1.1); CORRESPONDENCE FROM REID (.2); REVIEW ANSWER, COUNTER-CLAIM (.3); CORRESPONDENCE FROM KIM (.1); REVIEW ARBITRATION CASE MANAGEMENT ORDER (.2); CORRESPONDENCE FROM PINTER (.1);	2.40 450.00/hr	1,080.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 301 of 454 PageID 6292 July 30, 2019

TMTE, INC.

Page 2 In Reference To: TMTE, INC. vs KIRKPATRICK

	-	Hrs/Rate	Amount
	REVIEW HEARING NOTICE (.1); CORRESPONDENCE TO REID (.1)		
6/27/2019 DBS	CORRESPONDENCE TO CONOR (.1); REVIEW ARBITRATION INITIATION, CASE ORDERS, COUNTERCLAIM, DISCLOSURES (.4); REVIEW CASE MANAGEMENT ORDERS (.2); CORRESPONDENCE FROM ADR SERVICES (.1)	0.80 450.00/hr	360.00
For p	rofessional services rendered	5.00	\$2,250.00
Previ	ous balance		\$1,667.40
7/17/2019 Payme	ent - thank you - RE ARBITRATION FEE		(\$2,550.00)
Total	payments and adjustments		(\$2,550.00)
Balan	ace due		\$1,367.40

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 August 23, 2019 Invoice No. 24437

For Professional Services Rendered Through: July 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

		Hrs/Rate	Amount
7/3/2019 DBS	TELEPHONE CONVERSATION(S) WITH REID (.2)	0.20 450.00/hr	90.00
7/11/2019 DBS	CORRESPONDENCE FROM ADR SERVICES (.1); REVIEW FINAL STATUS CONFERENCE PROCEDURES (.2)	0.30 450.00/hr	135.00
7/15/2019 DBS	CORRESPONDENCE FROM REID (.1); CORRESPONDENCE FROM PREONAS (.1); CORRESPONDENCE FROM KIM (.2); CORRESPONDENCE TO KIM (.1); DRAFT/REVISE FIRST AMENDED ARBITRATION DEMAND (1.3); TELEPHONE CONVERSATION(S) WITH REID (.4); CORRESPONDENCE TO CLIENTS (.2)	2.40 450.00/hr	1,080.00
For p	rofessional services rendered	2.90	\$1,305.00

TMTE, INC. August 23, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK Page 2

Additional Charges:

	Amount
7/11/2019 MISCELLANEOUS CHARGES - TO ADR SERVICES RE 50% ARBITRATION FEE	2,900.00
7/31/2019 COPIES/SCANS	2.20
Total costs	\$2,902.20
Total amount of this bill	\$4,207.20
Previous balance	\$1,367.40
7/26/2019 Payment - thank you	(\$1,667.40)
Total payments and adjustments	(\$1,667.40)
Balance due	\$3,907.20

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

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LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 September 25, 2019 Invoice No. 24470

For Professional Services Rendered Through: August 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

			Hrs/Rate	Amount
8/18/2019	DBS	REVIEW JUDGE MILLER'S FINAL STATUS CONFERENCE REQUIREMENTS (.3)	0.30 450.00/hr	135.00
	For pr	rofessional services rendered	0.30	\$135.00
	Addit	ional Charges :		
		RNIGHT MAIL - TO HONORABLE RITA MILLER R SERVICES	, RETIRED	39.99
,	Total	costs		\$39.99
,	Total	amount of this bill	_	\$174.99
	Previo	ous balance		\$3,907.20
9/3/2019 P	Payme	nt - thank you	_	(\$3,907.20)
,	Total	payments and adjustments		(\$3,907.20)

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 305 of 454 PageID 6296 TMTE, INC. September 25, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

Page 2

	Amount
Balance due	\$174.99

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 306 of 454 PageID 6297

LAW OFFICES OF

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 October 31, 2019 Invoice No. 24495

For Professional Services Rendered Through: September 30, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

		Hrs/Rate	Amount
9/10/2019 DBS	PREPARE FOR, APPEARANCE AT CASE MANAGEMENT CONFERENCE (.9); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	1.10 450.00/hr	495.00
9/11/2019 DBS	CORRESPONDENCE FROM OSMANIAN RE SCHEDULING ORDER (.2)	0.20 450.00/hr	90.00
9/18/2019 DBS	CORRESPONDENCE FROM ADR SERVICES (.1); CORRESPONDENCE TO CLIENTS (.1)	0.20 450.00/hr	90.00
For p	professional services rendered	1.50	\$675.00
Previ	ous balance		\$174.99
Balar	nce due		\$849.99

Page 2

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 308 of 454 PageID 6299

LAW OFFICES OF

DANIEL B. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210 November 25, 2019

For Professional Services Rendered Through: October 31, 2019

In Reference To: TMTE, INC. vs KIRKPATRICK

m residence for fiviliz, inverve immeritation	
	Amount
Previous balance	\$849.99
11/13/2019 Payment - thank you	(\$174.99)
Total payments and adjustments	(\$174.99)
Balance due	\$675.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 309 of 454 PageID 6300 $^{\rm LAW}$ OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: December 23, 2019
Statement No. 436
Account No. 233.06

Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

			Hours	Amount
11/25/2019	DBS	CORRESPONDENCE FROM ZENGA (.1); REVIEW DISCOVERY REQUESTS (.3)	0.40	180.00
		For Current Services Rendered	0.40	180.00
		Total Current Work		180.00
		Previous Balance		\$675.00
		Balance Due		\$855.00

This statement reflects new fees through 11/30/2019 and costs through 12/23/2019.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 310 of 454 PageID 6301

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: January 29, 2020
Statement No. 724
Account No. 233.06
Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

12/02/2019	DBS	REVIEW DISCOVERY REQUESTS (.4)	Hours 0.40	Amount 180.00
12/06/2019	DBS	CORRESPONDENCE TO CONOR (.2)	0.20	90.00
12/09/2019	DBS	TELEPHONE CONFERENCE WITH CONOR (.1)	0.10	45.00
12/11/2019	DBS	TELEPHONE CONFERENCE WITH PREONAS (.1); CORRESPONDENCE FROM PREONAS (.1); DRAFT/REVISE DISCOVERY RESPONSES (.6); CORRESPONDENCE TO PREONAS (.2)	1.00	450.00
12/16/2019	DBS	TELEPHONE CONFERENCE WITH CONOR (.3); CORRESPONDENCE FROM CONOR RE KIRKPATRICK DOCUMENTS (1.2)	1.50	675.00
12/22/2019	DBS	CORRESPONDENCE TO CONOR (.1); DRAFT/REVISE DISCOVERY RESPONSES (3.1)	3.20	1,440.00
12/23/2019	DBS	DRAFT/REVISE DISCOVERY REQUESTS (3.7)	3.70	1,665.00
12/24/2019	DBS	DRAFT/REVISE DISCOVERY REQUESTS (2.7); CORRESPONDENCE TO PREONAS (.1)	2.80	1,260.00
12/26/2019	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO PREONAS (.1); REVIEW EXHIBITS, PREPARE DOCUMENT PRODUCTION (.5) For Current Services Rendered	$\frac{0.90}{13.80}$	405.00 6,210.00
		Total Current Work		6,210.00
		Previous Balance		\$855.00
		Balance Due		\$7,065.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 311 of 454 PageID 6302

TMTE, INC.

Account No. 233.06

RE: TMTE, INC. vs KIRKPATRICK

Statement Date: 01/29/2020 Statement No. 724 Page No. 2

This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 312 of 454 PageID 6303

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: February 28, 2020 Statement No. 1291 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

<u>Fees</u>

01/09/2020	DBS	REVIEW ARBITRATION ORDER (.2)	Hours 0.20	Amount 90.00
01/21/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); CORRESPONDENCE TO PREONAS (.1)	0.20	90.00
01/25/2020	DBS	CORRESPONDENCE FROM CLIENT RE SACHS CORRESPONDENCE (.5)	0.50	225.00
01/29/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); CORRESPONDENCE TO PREONAS (.1)	0.20	90.00
01/30/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); TELEPHONE CONFERENCE WITH PREONAS (.2) For Current Services Rendered	$\frac{0.30}{1.40}$	135.00 630.00
		Advances		
01/27/2020 01/31/2020		SCANS / COPIES SCANS / COPIES Total Advances		$\frac{37.60}{0.80}$ $\frac{0.80}{38.40}$
		Total Current Work		668.40
		Previous Balance		\$7,065.00
		Balance Due		\$7,733.40

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 313 of 454 PageID 6304

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: March 30, 2020
Statement No. 1430
Account No. 233.06
Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

			Hours	Amount
02/06/2020	DBS	CORRESPONDENCE FROM PREONAS (.2); REVIEW KIRKPATRICK DISCOVERY RESPONSES, DOCUMENTS PRODUCED (.5); CORRESPONDENCE FROM CONOR (.1)	0.80	360.00
02/16/2020	DBS	CORRESPONDENCE FROM BATASHVILI (.1); REVIEW KIRKPATRICK DISCOVERY RESPONSES, DOCUMENTS PRODUCED (.8); CORRESPONDENCE TO CONOR (.2); CORRESPONDENCE TO SIMON (.1)	1.20	540.00
02/21/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); REVIEW SUPPLEMENTAL DISCOVERY (.3)	0.40	180.00
02/24/2020	DBS	REVIEW NOTICE OF DEPOSITION (.1); REVIEW DISCOVERY REQUESTS (.2)	0.30	135.00
02/26/2020	DBS	CORRESPONDENCE TO CONOR (.2); REVIEW NOTICES OF DEPOSITION (.3)	0.50	225.00
02/28/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	0.20	90.00
		For Current Services Rendered	3.40	1,530.00
		<u>Advances</u>		
02/29/2020		SCANS / COPIES		13.00
		Total Advances		13.00
		Total Current Work		1,543.00
		Previous Balance		\$7,733.40
		Balance Due		\$9,276.40

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 314 of 454 PageID 6305

TMTE, INC.

Account No. 233.06

RE: TMTE, INC. vs KIRKPATRICK

Statement Date: 03/30/2020 Statement No. 1430

Page No.

This statement reflects new fees through 02/29/2020 and costs through 03/30/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 315 of 454 PageID 6306

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: April 26, 2020 Statement No. 1705 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

				
03/02/2020	DBS	DRAFT/REVISE NOTICE OF KIRKPATRICK DEPOSITION (.4)	Hours 0.40	Amount 180.00
03/03/2020	DBS	CORRESPONDENCE TO PREONAS (.3); TELEPHONE CONFERENCE WITH CONOR (.4); REVIEW SUPPLEMENTAL DISCOVERY REQUESTS (.4); CORRESPONDENCE FROM PREONAS (.1); CORRESPONDENCE FROM LUCAS (.1); CORRESPONDENCE FROM STEARNS (.1); DRAFT/REVISE OBJECTIONS TO KIRKPATRICK DISCOVERY (.8)	2.20	990.00
03/04/2020	DBS	CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CLIENTS (.4); REVIEW DEPOSITION NOTICES (.3); TELEPHONE CONFERENCE WITH CONOR (.3); TELEPHONE CONFERENCE WITH PREONAS (.3)	1.40	630.00
03/06/2020	DBS	REVIEW PERSON MOST KNOWLEDGEABLE DEPOSITION NOTICE (.1); CORRESPONDENCE TO CONOR (.1); TELEPHONE CONFERENCE WITH CONOR (.3)	0.50	225.00
03/09/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.2); TELEPHONE CONFERENCE WITH PREONAS (.6); DRAFT/REVISE OBJECTIONS TO DEPOSITION NOTICES (2.4); CORRESPONDENCE TO PREONAS (.1)	3.30	1,485.00
03/10/2020	DBS	TELEPHONE CONFERENCE WITH PREONAS (.6); CORRESPONDENCE TO CONOR (.2)	0.80	360.00
03/11/2020	DBS	CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE TO CONOR (.2); TELEPHONE CONFERENCE WITH CONOR (.4); REVIEW CLIENT DOCUMENTS (.6); TELEPHONE CONFERENCE WITH SACHS (.2)	1.60	720.00
03/12/2020	DBS	TELEPHONE CONFERENCE WITH CONOR (.4); CORRESPONDENCE FROM CONOR (.4); REVIEW LIQUIDATION INVOICES (.3); REVIEW FILE (.9); DRAFT/REVISE MEMO RE CASE STATUS (2.2); CORRESPONDENCE TO SACHS (.2); TELEPHONE CONFERENCE WITH SACHS (1.1); DRAFT/REVISE DISCOVERY RESPONSES (.9)	6.40	2,880.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 316 of 454 PageID 6307

TMTE. INC. Statement Date: 04/26/2020 Statement No. Account No. 233.06 1705 RE: TMTE, INC. vs KIRKPATRICK Page No. Hours Amount 03/13/2020 CORRESPONDENCE FROM STEARNS (.1); CORRESPONDENCE TO STEARNS (.1); DRAFT/REVISE DEPOSITION SUBPOENA TO HARTFORD (1.2) 1.40 630.00 03/14/2020 DBS REVIEW FILE (1.3); CORRESPONDENCE TO CLIENT (1.4) 2.70 1,215.00 03/15/2020 DBS DRAFT/REVISE DEPOSITION SUBPOENA TO STRATA, NEW 1.20 540.00 DIRECTION, HARTFORD (1.2) 03/16/2020 DBS TELEPHONE CONFERENCE WITH PREONAS (.8); CORRESPONDENCE FROM PREONAS (.2); CORRESPONDENCE TO PREONAS (.4); TELEPHONE CONFERENCE WITH PREONAS (.3); REVIEW FILE (.7); PREPARE SUPPLEMENTAL PRODUCTION (.7); TELEPHONE CONFERENCE WITH CONOR (.3); DRAFT/REVISE DEPOSITION SUBPOENA TO STRATA (.3); TELEPHONE CONFERENCE WITH STRATA (.4); TELEPHONE CONFERENCE WITH NEW DIRECTION (.4); DRAFT/REVISE DEPOSITION SUBPOENA (.6); CORRESPONDENCE TO CONOR (.5); TELEPHONE CONFERENCE WITH KANSAS AG (.3); CORRESPONDENCE TO WOO (.3): CORRESPONDENCE FROM PROCESS SERVER RE HARTFORD (.1); CORRESPONDENCE TO STRATA (.3) 6.60 2,970.00 03/18/2020 DBS CORRESPONDENCE FROM ADRS (.3); CORRESPONDENCE 0.40 FROM PREONAS (.1) 180.00 03/23/2020 DBS CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO COHEN (.2) 0.40 180.00 03/24/2020 DBS DRAFT/REVISE CORRESPONDENCE TO PREONAS (1.9); REVIEW FILE (.9); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE FROM CONOR (.2) 3.10 1.395.00 03/25/2020 DBS CORRESPONDENCE FROM KIM (.2); CORRESPONDENCE TO KIM (.2) 0.40 180.00 03/26/2020 DBS CORRESPONDENCE FROM CONOR (.1); CORRESPONDENCE TO CLIENTS (.2); CORRESPONDENCE FROM CLIENTS (.1); CORRESPONDENCE FROM STRATA COUNSEL (.1); CORRESPONDENCE TO PREONAS (2.5); REVIEW FILE (.7) 3.70 1,665.00 03/27/2020 DBS TELEPHONE CONFERENCE WITH JUDGE MILLER AND PREONAS (.4) 0.40 180.00 For Current Services Rendered 36.90 16.605.00 Advances 03/02/2020 OVERNIGHT MAIL - FEDEX TO STEPHEN PREONAS, ESQ. 21.28 OVERNIGHT MAIL - KATZOFF & RIGGS, LLP 03/09/2020 32.97 03/09/2020 ONLINE RESEARCH 20.13 OVERNIGHT MAIL - COMPLIANCE TEAM - STRATA TRUST 03/17/2020 COMPANY 31.75

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 317 of 454 PageID 6308

TMTE, INC. Statement Date: 04/26/2020
Account No. 233.06 Statement No. 1705
RE: TMTE, INC. vs KIRKPATRICK Page No. 3

03/31/2020 SCANS / COPIES 24.00

Total Advances 130.13

Total Current Work 16,735.13

Previous Balance \$9,276.40

Balance Due \$26,011.53

This statement reflects new fees through **03/31/2020** and costs through **04/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 318 of 454 PageID 6309

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: May 26, 2020 Statement No. 1836 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

04/01/2020	DBS	CORRESPONDENCE FROM JAMS (.2)	Hours	Amount 0.20
04/02/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO CLIENTS (.2)	0.40	180.00
04/06/2020	DBS	CORRESPONDENCE FROM COHEN (.2); CORRESPONDENCE TO COHEN (.2)	0.40	180.00
04/07/2020	DBS	CORRESPONDENCE FROM COHEN (.2); REVIEW OBJECTIONS (.2)	0.40	180.00
04/16/2020	DBS	REVIEW NOTICE OF HEARINGS (.2) For Current Services Rendered	$\frac{0.20}{1.40}$	$\frac{90.00}{630.20}$
		Total Current Work		630.20
		Previous Balance		\$26,011.53
		Balance Due		\$26,641.73

This statement reflects new fees through **04/30/2020** and costs through **05/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 319 of 454 PageID 6310 12 Page 319 of 454 PageID 6310

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: June 28, 2020 Statement No. 1965 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$26,641.73

Balance Due \$26,641.73

This statement reflects new fees through **05/31/2020** and costs through **06/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 320 of 454 PageID 6311

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: July 21, 2020 Statement No. 2054 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$26,641.73

Balance Due \$26,641.73

This statement reflects new fees through **06/30/2020** and costs through **07/21/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 321 of 454 PageID 6312

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: August 26, 2020
Statement No. 2222
Account No. 233.06
Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

			Hours	Amount
07/14/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2); CORRESPONDENCE TO CLIENTS (.2)	0.40	180.00
07/28/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	0.20	90.00
07/30/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); REVIEW EXPERT DEMANDS (.2) For Current Services Rendered Total Current Work Previous Balance	<u>0.30</u> 0.90	135.00 405.00 405.00 \$26,641.73
		Payments		
07/27/2020		PAYMENT - THANK YOU!		-1,115.55
		Balance Due		\$25,931.18

This statement reflects new fees through **07/31/2020** and costs through **08/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 322 of 454 PageID 6313

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: September 27, 2020 Statement No. 2392 Account No. 233.06

Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

08/01/2020	DBS	REVIEW DEMAND FOR EXPERT EXCHANGE (.2)	Hours 0.20	Amount 90.00
08/12/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); TELEPHONE CONFERENCE WITH PREONAS (.4); REVIEW FILE (.4); CORRESPONDENCE TO PREONAS (.2)	1.10	495.00
08/13/2020	DBS	CORRESPONDENCE FROM PREONAS (.3); CORRESPONDENCE TO CLIENTS (.1); REVIEW FILE (.3)	0.70	315.00
08/17/2020	DBS	CORRESPONDENCE FROM ADRS (.1); CORRESPONDENCE TO CLIENTS (.1)	0.20	90.00
08/19/2020	DBS	CORRESPONDENCE FROM PREONAS (.1); REVIEW NOTICES OF DEPOSITION (.3)	0.40	180.00
08/21/2020	DBS	CORRESPONDENCE TO PREONAS (.2)	0.20	90.00
08/24/2020	DBS	CORRESPONDENCE FROM PREONAS (.2); CORRESPONDENCE TO PREONAS (.2)	0.40	180.00
08/25/2020	DBS	CORRESPONDENCE FROM PREONAS (.2); CORRESPONDENCE TO PREONAS (.1)	0.30	135.00
08/26/2020	DBS	TELEPHONE CONFERENCE WITH PREONAS (.2) For Current Services Rendered	$\frac{0.20}{3.70}$	90.00
		Advances		
08/31/2020		SCANS / COPIES Total Advances		$\frac{5.00}{5.00}$
		Total Current Work		1,670.00
		Previous Balance		\$25,931.18
		Balance Due		\$27,601.18

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 323 of 454 PageID 6314

TMTE, INC.

Account No. 233.06

RE: TMTE, INC. vs KIRKPATRICK

Statement Date: 09/27/2020 Statement No. 2392 Page No. 2

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 324 of 454 PageID 6315

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: October 26, 2020
Statement No. 2568
Account No. 233.06
Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

00/03/3030	DDC	CORRECTION APPROVAGE TO	Hours	Amount
09/03/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO CLIENT (.2); TELEPHONE CONFERENCE WITH PREONAS (.2);		
		CORRESPONDENCE TO PREONAS (.4); CORRESPONDENCE FROM PREONAS (.3); CORRESPONDENCE TO CLIENTS (.2)	1.50	675.00
09/04/2020	DBS	TELEPHONE CONFERENCE WITH PREONAS, ADR (.4)	0.40	180.00
09/08/2020	DBS	TELEPHONE CONFERENCE WITH KIM (.3); CORRESPONDENCE FROM KIM (.1); CORRESPONDENCE FROM ADRS RE NOTICE OF HEARING (.1); TELEPHONE CONFERENCE WITH PREONAS (.4); TELEPHONE		
		CONFERENCE WITH ADR (.2)	1.10	495.00
09/09/2020	DBS	CORRESPONDENCE FROM ADRS RE HEARING (.2)	0.20	90.00
09/10/2020	DBS	CORRESPONDENCE FROM ADRS RE CONTINUED DATES (.3); CORRESPONDENCE FROM ADRS RE INVOICING (.2); TELEPHONE CONFERENCE WITH JUDGE MILLER, PREONAS		
		(.8); CORRESPONDENCE TO CLIENT (.2)	1.50	675.00
09/22/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	0.10	45.00
09/24/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.1); CORRESPONDENCE TO CLIENTS (.1)	0.20	90.00
		For Current Services Rendered	5.00	2,250.00
		Total Current Work		2,250.00
		Previous Balance		\$27,601.18
		Finance Charge		394.73
		Balance Due		\$30,245.91

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 325 of 454 PageID 6316

TMTE, INC.

Account No.

RE: TMTE, INC. vs KIRKPATRICK

Statement Date: 10/26/2020 233.06 Statement No. 2568 Page No.

This statement reflects new fees through 09/30/2020 and costs through 10/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 326 of 454 PageID 6317

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: November 24, 2020 Statement No. 2659 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

			Hours	Amount
10/02/2020	DBS	DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.1); CORRESPONDENCE TO MOO (.1)	0.40	180.00
10/06/2020	DBS	CORRESPONDENCE FROM WOO (.2)	0.20	90.00
10/08/2020	DBS	CORRESPONDENCE FROM ADRS (.1); CORRESPONDENCE TO ADRS (.1)	0.20	90.00
10/27/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	0.10	45.00
		For Current Services Rendered	0.90	405.00
		Total Current Work		405.00
		Previous Balance		\$30,245.91
		Finance Charge		426.91
		Balance Due		\$31,077.82

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 327 of 454 PageID 6318

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: December 20, 2020 Statement No. 2749 Account No. 233.06

Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

11/16/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	Hours 0.10	Amount 45.00
		For Current Services Rendered	0.10	45.00
		Total Current Work		45.00
		Previous Balance		\$31,077.82
		Finance Charge		387.94
		Balance Due		\$31,510.76

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 328 of 454 PageID 6319 $^{\rm LAW}$ OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: January 26, 2021 Statement No. 2829 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Fees

12/02/2020	DBS	CORRESPONDENCE FROM ADRS (.1) For Current Services Rendered	Hours 0.10 0.10	Amount 45.00 45.00
		Total Current Work		45.00
		Previous Balance		\$31,510.76
		Finance Charge		552.89
		Balance Due		\$32,108.65

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 329 of 454 PageID 6320

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: February 23, 2021 Statement No. 2905 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$32,108.65

Finance Charge 419.03

Balance Due \$32,527.68

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: March 24, 2021 Statement No. 3059 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$32,527.68

Finance Charge 433.99

Balance Due \$32,961.67

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 331 of 454 PageID 6322

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: April 29, 2021 Statement No. 3219 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

	<u>Expenses</u>	
04/06/2021	ADR SERVICES, INC Total Expenses	525.00 525.00
	Total Current Work	525.00
	Previous Balance	\$32,961.67
	Finance Charge	538.75
	Balance Due	\$34,025.42

This statement reflects new fees through 03/31/2021 and costs through 04/29/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 332 of 454 PageID 6323

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: May 27, 2021 Statement No. 3299 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$34,025.42

Finance Charge 426.28

Balance Due \$34,451.70

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: June 28, 2021 Statement No. 3385 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$34,451.70

Finance Charge 487.17

Balance Due \$34,938.87

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 334 of 454 PageID 6325

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021 Statement No. 3385 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Duplicate

Previous Balance \$34,451.70

Finance Charge 487.17

Balance Due \$34,938.87

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 335 of 454 PageID 6326 PageID 6326

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 901210

Statement Date: July 27, 2021 Statement No. 3470 Account No. 233.06 Page: 1

RE: TMTE, INC. vs KIRKPATRICK

Previous Balance \$34,938.87

Finance Charge 441.50

Balance Due \$35,380.37

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit I

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LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 May 24, 2019 Invoice No. 24343

For Professional Services Rendered Through: April 30, 2019

In Reference To: TMTE, INC vs SPELLANE

Professional Services

		<u>-</u>	Hrs/Rate	Amount
4/19/2019 D	DBS	CORRESPONDENCE FROM SOOFI (.2)	0.20 450.00/hr	90.00
4/22/2019 D		CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM CONOR (.1)	0.20 450.00/hr	90.00
4/24/2019 D		CORRESPONDENCE FROM SOOFI (.1); REVIEW DOCUMENTS RECEIVED FROM SOOFI (.5); CORRESPONDENCE FROM FARAG (.1)	0.70 450.00/hr	315.00
Fo	or pro	ofessional services rendered	1.10	\$495.00
Ва	Balanc	ee due		\$495.00

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH APRIL 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

TMTE, INC. May 24, 2019

In Reference To: TMTE, INC vs SPELLANE Page 2

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 339 of 454 PageID 6330

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 June 30, 2019 Invoice No. 24376

For Professional Services Rendered Through: May 31, 2019

In Reference To: TMTE, INC vs SPELLANE

Professional Services

	_	Hrs/Rate	Amount
5/7/2019 DBS	CORRESPONDENCE FROM KRAMER (.2); CORRESPONDENCE TO KRAMER (.1); CORRESPONDENCE FROM CONOR (.2); CORRESPONDENCE FROM FIELDS (.2); CORRESPONDENCE TO FIELDS (.1); CORRESPONDENCE TO CONOR (.1); REVIEW DISCOVERY (.4)	1.30 450.00/hr	585.00
5/8/2019 DBS	REVIEW PLEADINGS, PRIOR DISCOVERY (.5)	0.50 450.00/hr	225.00
5/13/2019 DBS	CORRESPONDENCE FROM COURTCALL (.1); CORRESPONDENCE TO COUNSEL (.1)	0.20 450.00/hr	90.00
5/14/2019 DBS	CORRESPONDENCE TO DUVAN (.3)	0.30 450.00/hr	135.00
5/20/2019 DBS	DRAFT/REVISE DISCOVERY RESPONSES (1.9)	1.90 450.00/hr	855.00

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TMTE, INC.

June 30, 2019

Le Précence Text TMTE, INC es SPELLANE

In Reference To: TMTE, INC vs SPELLANE	Page 2
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	-	Hrs/Rate	Amount
5/26/2019 DE	S DRAFT/REVISE DISCOVERY RESPONSES (4.3); CORRESPONDENCE TO CLIENT (.1)	4.40 450.00/hr	1,980.00
5/27/2019 DE	SS CORRESPONDENCE FROM CONOR (.2); TELEPHONE CONVERSATION(S) WITH CONOR (.2); REVIEW DOCUMENTS RECEIVED FROM CLIENT RE SPELLANE (.5); DRAFT/REVISE DISCOVERY RESPONSES (2.4); CORRESPONDENCE TO CLIENT (.2)	3.50 450.00/hr	1,575.00
5/28/2019 DE	S DRAFT/REVISE DISCOVERY RESPONSES (1.4)	1.40 450.00/hr	630.00
5/29/2019 DE	SS REVIEW ANSWER TO CROSS-COMPLAINT (.2); CORRESPONDENCE FROM ONE LEGAL (.1)	0.30 450.00/hr	135.00
For	r professional services rendered	13.80	\$6,210.00
Ad	ditional Charges :		
5/31/2019 CC	PIES/SCANS		21.60
То	tal costs		\$21.60
То	tal amount of this bill		\$6,231.60
Pre	evious balance		\$495.00
5/29/2019 Pay	ment - thank you		(\$495.00)
То	tal payments and adjustments		(\$495.00)
Ba	lance due	_	\$6,231.60

In Reference To: TMTE, INC vs SPELLANE Page 3

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH MAY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 342 of 454 PageID 6333

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 July 30, 2019 Invoice No. 24409

For Professional Services Rendered Through: June 30, 2019

In Reference To: TMTE, INC vs SPELLANE

Professional Services

	<u>-</u>	Hrs/Rate	Amount
6/6/2019 DBS	CORRESPONDENCE FROM DUVAN-CLARKE (.2); CORRESPONDENCE TO DUVAN-CLARKE (.2); CORRESPONDENCE FROM KRAMER (.1); DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.3); FILE SAME (.2)	1.00 450.00/hr	450.00
6/10/2019 DBS	CORRESPONDENCE FROM PERSOFF (.1); REVIEW NOTICE OF RELATED CASES (.1)	0.20 450.00/hr	90.00
6/11/2019 DBS	CORRESPONDENCE FROM DUVAN (.6); CORRESPONDENCE TO DUVAN (.5); CORRESPONDENCE FROM FIELDS (.1); CORRESPONDENCE FROM SOOFI (.1)	1.30 450.00/hr	585.00
6/12/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); TELEPHONE CONVERSATION(S) WITH DUVAN (.3); TELEPHONE CONVERSATION(S) WITH CONOR (.2)	0.70 450.00/hr	315.00

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TMTE, INC.

In Reference To: TMTE, INC vs SPELLANE

July 30, 2019

Page 2

		Hrs/Rate	Amount
6/13/2019 DBS	CORRESPONDENCE FROM CLERK (.1)	0.10 450.00/hr	45.00
6/17/2019 DBS	CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
6/19/2019 DBS	CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO SIMON (.1)	0.30 450.00/hr	135.00
6/21/2019 DBS	CORRESPONDENCE FROM DUVAN (.1); CORRESPONDENCE FROM KRAMER (.1); CORRESPONDENCE FROM GOLDMAN (.1); CORRESPONDENCE FROM FARAG (.1); REVIEW SPELLANE CASE MANAGEMENT CONFERENCE STATEMENT (.1)	0.50 450.00/hr	225.00
6/24/2019 DBS	CORRESPONDENCE FROM DUVAN (.1); CORRESPONDENCE TO DUVAN (.1); TELEPHONE CONVERSATION(S) WITH DUVAN (.5); DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.2)	0.90 450.00/hr	405.00
6/25/2019 DBS	CORRESPONDENCE FROM CLERK (.1)	0.10 450.00/hr	45.00
6/27/2019 DBS	APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.2)	1.20 450.00/hr	540.00
6/28/2019 DBS	CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
For p	rofessional services rendered	6.50	\$2,925.00

TMTE, INC. July 30, 2019

In Reference To: TMTE, INC vs SPELLANE Page 3

Additional Charges:

	Amount
6/12/2019 ELECTRONIC FILING FEE - CASE MANAGEMENT CONFERENCE STATEMENT	6.75
Total costs	\$6.75
Total amount of this bill	\$2,931.75
Previous balance	\$6,231.60
Balance due	\$9,163.35

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JUNE 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 345 of 454 PageID 6336

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 August 23, 2019 Invoice No. 24441

For Professional Services Rendered Through: July 31, 2019

In Reference To: TMTE, INC vs SPELLANE

Professional Services

	<u>-</u>	Hrs/Rate	Amount
7/1/2019 DBS	TELEPHONE CONVERSATION(S) WITH DUVAN (.4)	0.40 450.00/hr	180.00
7/3/2019 DBS	REVIEW CASE MANAGEMENT CONFERENCE STATEMENT (.1); DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.3)	0.40 450.00/hr	180.00
7/12/2019 DBS	CORRESPONDENCE FROM CLERK (.1) REVIEW NOTICE OF RULING RE RELATED CASES (.1)	0.20 450.00/hr	90.00
7/22/2019 DBS	CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
7/23/2019 DBS	CORRESPONDENCE TO DUVAN (.1); CORRESPONDENCE FROM DUVAN (.1); REVIEW MINUTE ORDER (.1)	0.30 450.00/hr	135.00

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TMTE, INC.

August 23, 2019
In Reference To: TMTE, INC vs SPELLANE

Page 2

-	Hrs/Rate	Amount
7/31/2019 DBS CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
For professional services rendered	1.50	\$675.00
Additional Charges:		
6/30/2019 COPIES/SCANS		4.00
7/31/2019 COPIES/SCANS		1.20
6/13/2019 COURTCALL TELEPHONIC APPEARANCE		94.00
Total costs		\$99.20
Total amount of this bill		\$774.20
Previous balance		\$9,163.35
7/26/2019 Payment - thank you		(\$6,231.60)
Total payments and adjustments	_	(\$6,231.60)
Balance due	_	\$3,705.95

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH JULY 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

TMTE, INC. August 23, 2019

In Reference To: TMTE, INC vs SPELLANE Page 3

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 348 of 454 PageID 6339

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 September 25, 2019 Invoice No. 24474

For Professional Services Rendered Through: August 31, 2019

In Reference To: TMTE, INC vs SPELLANE

Professional Services

	<u>-</u>	Hrs/Rate	Amount
8/5/2019 DBS	CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
8/7/2019 DBS	CORRESPONDENCE FROM DUVAN (.1)	0.10 450.00/hr	45.00
8/9/2019 DBS	CORRESPONDENCE TO CLIENTS (.1); DRAFT/REVISE SUPPLEMENTAL RESPONSES (1.2)	1.30 450.00/hr	585.00
8/11/2019 DBS	DRAFT/REVISE SUPPLEMENTAL RESPONSES TO DISCOVERY (3.2)	3.20 450.00/hr	1,440.00
8/12/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); DRAFT/REVISE DISCOVERY RESPONSES (2.4); REVIEW CONOR'S COMPLIANCE INVESTIGATION LOGS (.5); REVIEW TMTE EMPLOYEE MANUAL (.4); REVIEW SPELLANE EARNINGS STATEMENTS (.4); CORRESPONDENCE TO CONOR (.1); CORRESPONDENCE TO DUVAN (.1); CORRESPONDENCE FROM CLIENT (.1)		1,890.00

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TMTE, INC. September 25, 2019
In Reference To: TMTE, INC vs SPELLANE Page 2

		Hrs/Rate	Amount
8/13/2019 DBS	CORRESPONDENCE FROM DUVAN (.2); CORRESPONDENCE TO DUVAN (.2); CORRESPONDENCE FROM CLERK (.1); DRAFT/REVISE NOTICE OF POSTING JURY FEES (.3); APPEARANCE AT CASE MANAGEMENT CONFERENCE (1.4)	2.20 450.00/hr	990.00
8/16/2019 DBS	DRAFT/REVISE PRIVILEGE LOG (.6); COLLECT EXHIBITS FOR PRODUCTION (.7); REVIEW EMAIL ACCOUNT (1.2)	2.50 450.00/hr	1,125.00
For p	rofessional services rendered	13.60	\$6,120.00
Addit	ional Charges :		
	TAGE - DISCOVERY RESPONSES - (\$1.45 x 6 = \$ 8 5 x 1 = \$1.95) - TOTAL \$10.65	.70);	10.65
8/13/2019 ELEC	CTRONIC FILING FEE - NOTICE OF POSTING JUR	RY FEES	160.87
8/31/2019 COPI	ES/SCANS		60.40
Total	costs		\$231.92
Total	amount of this bill	_	\$6,351.92
Previ	ous balance		\$3,705.95
9/3/2019 Payme	ent - thank you		(\$3,795.95)
Total	payments and adjustments		(\$3,795.95)
Balan	ace due		\$6,261.92

In Reference To: TMTE, INC vs SPELLANE Page 3

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH AUGUST 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 351 of 454 PageID 6342

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 October 31, 2019 Invoice No. 24498

For Professional Services Rendered Through: September 30, 2019

In Reference To: TMTE, INC vs SPELLANE

Additional Charges:

110011011011 011012840 1	
	Amount
9/30/2019 COPIES/SCANS	1.60
Total costs	\$1.60
Previous balance	\$6,261.92
Balance due	\$6,263.52

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH SEPTEMBER 30, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 352 of 454 PageID 6343

LAW OFFICES OF

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TMTE, INC. LUCAS ASHER,P RESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 November 25, 2019

For Professional Services Rendered Through: October 31, 2019

In Reference To: TMTE, INC vs SPELLANE

III Reference 10. TWITE, INC VS SPELLANE	
	Amount
Previous balance	\$6,263.52
11/13/2019 Payment - thank you	(\$6,261.92)
Total payments and adjustments	(\$6,261.92)
Balance due	\$1.60

THIS INVOICE REFLECTS NEW FEES AND COSTS THROUGH OCTOBER 31, 2019.

ALL UNPAID BALANCES BEYOND 30 DAYS OF INVOICING WILL INCUR A LATE CHARGE OF 1.5% PER MONTH, OR AN ANNUAL RATE OF 18%, UNTIL PAID.

PAYMENT BY AMEX! IN ADDITION TO VISA, MASTERCARD AND DISCOVER, YOU CAN NOW PAY BY AMERICAN EXPRESS. IF YOU WISH TO PAY BY CREDIT CARD, PLEASE CONTACT US FOR DETAILS.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 353 of 454 PageID 6344

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 23, 2019
Statement No. 439
Account No. 233.10

Page: 1

RE: TMTE, INC vs SPELLANE

<u>Fees</u>

11/04/2019 DBS		DRAFT/REVISE CASE MANAGEMENT CONFERENCE STATEMENT (.4)	Hours	Amount
	DBS		0.40	180.00
11/08/2019	DBS	CORRESPONDENCE FROM JANNEY (.1) For Current Services Rendered	$\frac{0.10}{0.50}$	$\frac{45.00}{225.00}$
		Advances		
11/30/2019		SCANS / COPIES Total Advances		$\frac{33.80}{33.80}$
		Total Current Work		258.80
		Previous Balance		\$1.60
		Balance Due		\$260.40

This statement reflects new fees through 11/30/2019 and costs through 12/23/2019.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 354 of 454 PageID 6345 $^{\circ}$ Case 3:20-cv-02910-L Document 318 Filed 09/28/21

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 29, 2020
Statement No. 727
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Previous Balance \$260.40

Balance Due \$260.40

This statement reflects new fees through 12/31/2019 and costs through 01/29/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 355 of 454 PageID 6346

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 28, 2020
Statement No. 1294
Account No. 233.10
Page: 1

 RE: TMTE, INC vs SPELLANE

 Advances

 01/27/2020
 SCANS / COPIES Total Advances
 3.20

 Total Current Work
 3.20

 Previous Balance
 \$260.40

 Balance Due
 \$263.60

This statement reflects new fees through **01/31/2020** and costs through **02/28/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 356 of 454 PageID 6347

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 30, 2020
Statement No. 1433
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Fees

02/20/2020	DBS	()	Hours 0.10	Amount 45.00
		For Current Services Rendered	0.10	45.00
		Total Current Work		45.00
		Previous Balance		\$263.60
		Balance Due		\$308.60

This statement reflects new fees through **02/29/2020** and costs through **03/30/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 357 of 454 PageID 6348

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 26, 2020
Statement No. 1708
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Previous Balance \$308.60

<u>Payments</u>

04/24/2020 PAYMENT - THANK YOU! - CHECK NO. 1014 -308.60

Balance Due \$0.00

This statement reflects new fees through **03/31/2020** and costs through **04/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 358 of 454 PageID 6349

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2569
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Fees

		<u> </u>		
			Hours	Amount
09/04/2020	DBS	PREPARE FOR, APPEARANCE AT DEPOSITION OF SPELLANE (8.6); TELEPHONE CONFERENCE WITH REPORTER (.2); CORRESPONDENCE TO REPORTER (.3)	9.10	4,095.00
09/18/2020	DBS	RESEARCH RE OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (2.2); DRAFT/REVISE OPPOSITION (2.3); CORRESPONDENCE TO CLIENTS (.5); DRAFT/REVISE DECLARATIONS IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (1.6); CORRESPONDENCE TO ALL COUNSEL (.1); CORRESPONDENCE FROM SIMON (.1)	6.80	3,060.00
09/19/2020	DBS	RESEARCH RE OPPOSITION TO MOTION FOR SUMMARY JUDGMENT (2.3); DRAFT/REVISE OPPOSITION (2.4); CORRESPONDENCE FROM MILLS (.1); DRAFT/REVISE SANTULAN DECLARATION (.4)	5.20	2,340.00
09/20/2020	DBS	DRAFT/REVISE OPPOSITION, APPENDIX (2.3); PREPARE EXHIBITS FILED CONDITIONALLY UNDER SEAL (.5)	2.80	1,260.00
09/24/2020	DBS	APPEARANCE AT HEARING ON EX PARTE APPLICATION (.9); DRAFT/REVISE NOTICE OF RULING (.5); CORRESPONDENCE TO ALL COUNSEL (.4)	1.80	810.00
09/26/2020	DBS	CORRESPONDENCE FROM CLERK (.2); DRAFT/REVISE NOTICE OF RULING (.1); FILE SAME (.1)	0.40	180.00
09/28/2020	DBS	CORRESPONDENCE FROM CLERK (.2)	0.20	90.00
09/30/2020	DBS	CORRESPONDENCE FROM SETHI (.4); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO CLIENTS (.2) For Current Services Rendered	$\frac{0.80}{27.10}$	360.00 12,195.00
<u>Expenses</u>				
08/19/2020		MESSENGER FEE - TO LOS ANGELES SUPERIOR COURT,		70.42
09/24/2020		DEPARTMENT 34 REMOTE APPEARANCE FEE		79.43 15.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 359 of 454 PageID 6350

TMTE, INC. Statement Date: 10/26/2020 Statement No. Account No. 233.10 2569 RE: TMTE, INC vs SPELLANE Page No. **Total Expenses** 94.43 Advances ONLINE RESEARCH 09/11/2020 13.27 09/12/2020 ONLINE RESEARCH 102.02 09/18/2020 ONLINE RESEARCH 92.70 09/19/2020 ONLINE RESEARCH 68.17 09/22/2020 ONLINE RESEARCH 2.98 SCANS / COPIES 09/30/2020 73.80 **Total Advances** 352.94 **Total Current Work** 12,642.37 Balance Due \$12,642.37

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 360 of 454 PageID 6351

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2660 Account No. 233.10 Page: 1

Hours

Amount

RE: TMTE, INC vs SPELLANE

10/01/2020

Fees

DBS CORRESPONDENCE FROM CLERK (.2); DRAFT/REVISE

		NOTICE OF STAY (.3); FILE SAME (.1); CORRESPONDENCE FROM FARAG (.1)	0.70	315.00
10/02/2020	DBS	CORRESPONDENCE FROM SETHI (.3); REVIEW TENTATIVE ON MOTION FOR SUMMARY JUDGMENT (.3); TELEPHONE CONFERENCE WITH CLERK (.2); CORRESPONDENCE TO COURT CONNECT (.1); CORRESPONDENCE FROM COURT CONNECT (.1); CORRESPONDENCE TO SETHI (.2); CORRESPONDENCE TO ALL COUNSEL (.1)	1.30	585.00
10/04/2020	DBS	CORRESPONDENCE FROM COURT CONNECT (.1); REVIEW TENTATIVE (.3)	0.40	180.00
10/05/2020	DBS	CORRESPONDENCE FROM FARAG (.2); CORRESPONDENCE FROM ROSENTHAL (.2); CORRESPONDENCE TO ALL COUNSEL (.3); DRAFT/REVISE NOTICE OF RULING (.5); CORRESPONDENCE TO ROSENTHAL (.1); CORRESPONDENCE FROM CLERK (.1); APPEARANCE AT HEARING (1.2)	2.60	1,170.00
10/06/2020	DBS	DRAFT/REVISE NOTICE OF RULING (.6); FILE SAME (.1); CORRESPONDENCE FROM CLERK (.1) For Current Services Rendered	<u>0.80</u> 5.80	360.00 2,610.00
		Advances		
09/21/2020 09/23/2020 09/23/2020 09/26/2020 10/02/2020 10/05/2020		ELECTRONIC FILING FEE - MEMO OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT ELECTRONIC FILING FEE -EX PARTE APPLICATION FOR SEALING ORDER ELECTRONIC FILING FEE - NOTICE OF LODGMENT ELECTRONIC FILING FEE - NOTICE OF RULING ELECTRONIC FILING FEE - NOTICE OF STAY ELECTRONIC FILING FEE - NOTICE OF RULING ON MOTION FOR SUMMARY JUDGMENT REMOTE APPEARANCE FEE		7.26 68.91 7.26 7.26 7.26 7.26
10/00/2020				

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 361 of 454 PageID 6352

TMTE, INC.

Account No. 233.10

RE: TMTE, INC vs SPELLANE

Statement Date: 11/24/2020
Statement No. 2660
Page No. 2

Total Advances 105.21

Total Current Work 2,715.21

Previous Balance \$12,642.37

Finance Charge 180.80

Balance Due \$15,538.38

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 362 of 454 PageID 6353

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2750 Account No. 233.10

Page: 1

RE: TMTE, INC vs SPELLANE

<u>Fees</u>

11/13/2020	DBS	CORRESPONDENCE FROM BRODERICK RE TRANSCRIPT, EXHIBITS (.3)	Hours <u>0.30</u>	Amount <u>135.00</u>
		For Current Services Rendered	0.30	135.00
		Advances		
12/08/2020		ELECTRONIC FILING FEE - NOTICE OF RULING ON TRIAL SETTING CONFERENCE Total Advances		7.26 7.26
		Total Current Work		142.26
		Previous Balance		\$15,538.38
		Finance Charge		196.91
		Balance Due		\$15,877.55

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 363 of 454 PageID 6354

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021
Statement No. 2830
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

<u>Fees</u>

			Hours	Amount
12/03/2020	DBS	CORRESPONDENCE FROM VARTAN MADOYAN (.2); CORRESPONDENCE TO MADOYAN (.2)	0.40	180.00
12/04/2020	DBS	CORRESPONDENCE TO LOS ANGELES SUPERIOR COURT (.1); CORRESPONDENCE FROM LOS ANGELES SUPERIOR COURT (.1); CORRESPONDENCE TO LEWIS (.1)	0.30	135.00
12/06/2020	DBS	CORRESPONDENCE FROM COURT CONNECT (.1)	0.10	45.00
12/07/2020	DBS	APPEARANCE AT TRIAL SETTING CONFERENCE (1.1); DRAFT/REVISE NOTICE OF RULING (.4); FILE SAME (.2); SERVE SAME (.2) For Current Services Rendered	$\frac{1.90}{2.70}$	855.00 1,215.00
		Advances		
12/07/2020		APPEARANCE FEE - LA COURT CONNECT Total Advances Total Current Work		$\frac{15.00}{15.00}$ 1,230.00
		Previous Balance		\$15,877.55
		Finance Charge		282.82
		Balance Due		\$17,390.37

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 364 of 454 PageID 6355 $^{\rm LAW}$ OFFICES OF

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2906 Account No. 233.10

Page: 1

RE: TMTE, INC vs SPELLANE

Previous Balance \$17,390.37

Finance Charge 231.01

Balance Due \$17,621.38

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 365 of 454 PageID 6356

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021
Statement No. 3060
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

,	Advances	
12/12/2020	L A COURT CONNECT REMOTE APPEARANCE FEE Total Advances	$\frac{15.00}{15.00}$
	Total Current Work	15.00
	Previous Balance	\$17,621.38
	Finance Charge	239.26
	Balance Due	\$17,875.64

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 366 of 454 PageID 6357

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021
Statement No. 3220
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Previous Balance \$17,875.64

Finance Charge 297.28

Balance Due \$18,172.92

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 367 of 454 PageID 6358

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021
Statement No. 3300
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Previous Balance \$18,172.92

Finance Charge 231.22

Balance Due \$18,404.14

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 368 of 454 PageID 6359

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3386
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Advances

06/21/2021	ELECTRONIC FILING FEE - STATUS REPORT RE RECEIVERSHIP Total Advances	$\frac{7.26}{7.26}$
	Total Current Work	7.26
	Previous Balance	\$18,404.14
	Finance Charge	264.25
	Balance Due	\$18,675.65

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 369 of 454 PageID 6360

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021
Statement No. 3471
Account No. 233.10
Page: 1

RE: TMTE, INC vs SPELLANE

Advances

06/30/2021	SCANS / COPIES ELECTRONIC FILING FEE - NOTICE OF RULINGS	2.00
07/01/2021	ELECTRONIC FILING FEE - NOTICE OF ROLINGS	7.26
	Total Advances	9.26
	Total Current Work	9.26
	Previous Balance	\$18,675.65
	Finance Charge	239.58
	Balance Due	\$18,924.49

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit J

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 371 of 454 PageID 6362

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2387 Account No. 233.11 Page: 1

RE: TMTE vs BATCHELOR

Fees

08/14/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	Hours 0.20	Amount 90.00
08/18/2020	DBS	CORRESPONDENCE FROM ADR (.2); TELEPHONE CONFERENCE WITH FISHMAN (.2); CORRESPONDENCE TO FISHMAN (.1); CORRESPONDENCE TO CLIENTS (.2)	0.70	315.00
08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); CORRESPONDENCE TO LIEBRADER (.2)	0.30	135.00
08/28/2020	DBS	APPEARANCE AT TELEPHONIC CONFERENCE WITH JUDGE CONNOR AND LIEBRADER (.8)	0.80	360.00
08/31/2020	DBS	CORRESPONDENCE FROM FISHMAN (.3); CORRESPONDENCE FROM ADRS (.3); REVIEW NOTICE OF HEARING (.2) For Current Services Rendered	$\frac{0.80}{2.80}$	360.00 1,260.00
		Total Current Work		1,260.00
		Balance Due		\$1,260.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 372 of 454 PageID 6363

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2387 Account No. 233.11 Page: 1

RE: TMTE vs BATCHELOR Duplicate

Fees

00/44/0000	DDO	CORRESPONDENCE EDOM ARR OFFICIORO (O)	Hours	Amount
08/14/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	0.20	90.00
08/18/2020	DBS	CORRESPONDENCE FROM ADR (.2); TELEPHONE CONFERENCE WITH FISHMAN (.2); CORRESPONDENCE TO FISHMAN (.1); CORRESPONDENCE TO CLIENTS (.2)	0.70	315.00
08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); CORRESPONDENCE TO LIEBRADER (.2)	0.30	135.00
08/28/2020	DBS	APPEARANCE AT TELEPHONIC CONFERENCE WITH JUDGE CONNOR AND LIEBRADER (.8)	0.80	360.00
08/31/2020	DBS	CORRESPONDENCE FROM FISHMAN (.3); CORRESPONDENCE FROM ADRS (.3); REVIEW NOTICE OF HEARING (.2) For Current Services Rendered	$\frac{0.80}{2.80}$	360.00 1,260.00
		Total Current Work		1,260.00
		Balance Due		\$1,260.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 373 of 454 PageID 6364

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2563
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Fees

09/01/2020	DBS	TELEPHONE CONFERENCE WITH CHO (.1)	Hours 0.10	Amount 45.00
09/03/2020	DBS	REVIEW CLAIM (.2); REVIEW COMMENCEMENT DOCUMENTS (.2)	0.40	180.00
09/05/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW PROPOSED SCHEDULING ORDER (.2); CALENDAR DATES (.2)	0.50	225.00
09/09/2020	DBS	CORRESPONDENCE FROM ADRS RE BILLING (.2); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH SIMON (.1); CORRESPONDENCE TO SIMON (.2)	0.70	315.00
09/16/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.3)	0.40	180.00
09/18/2020	DBS	REVIEW CLIENT DOCUMENTS (.4)	0.40	180.00
09/24/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO LIEBRADER (.1); REVIEW SCHEDULING ORDER (.1); CORRESPONDENCE TO CLIENTS (.1)	0.50	225.00
09/27/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.2)	0.20	90.00
09/28/2020	DBS	CORRESPONDENCE FROM CHO (.1); CORRESPONDENCE FROM LIEBRADER (.2)	0.30	135.00
09/30/2020	DBS	CORRESPONDENCE FROM CHO (.2); CORRESPONDENCE FROM LIEBRADER (.1) For Current Services Rendered Total Current Work	0.30 3.80	135.00 1,710.00 1,710.00
		Previous Balance		\$1,260.00
				÷ :,====
		Finance Charge		18.02

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TMTE, INC.

Statement Date: 10/26/2020 Account No. 233.11 Statement No. 2563 RE: TMTE vs BATCHELOR Page No.

> Balance Due \$2,988.02

This statement reflects new fees through 09/30/2020 and costs through 10/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 375 of 454 PageID 6366

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2563
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR Duplicate

Fees

09/01/2020	DBS	TELEPHONE CONFERENCE WITH CHO (.1)	Hours 0.10	Amount 45.00
09/03/2020	DBS	REVIEW CLAIM (.2); REVIEW COMMENCEMENT DOCUMENTS (.2)	0.40	180.00
09/05/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW PROPOSED SCHEDULING ORDER (.2); CALENDAR DATES (.2)	0.50	225.00
09/09/2020	DBS	CORRESPONDENCE FROM ADRS RE BILLING (.2); CORRESPONDENCE TO CLIENTS (.2); TELEPHONE CONFERENCE WITH SIMON (.1); CORRESPONDENCE TO SIMON (.2)	0.70	315.00
09/16/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.3)	0.40	180.00
09/18/2020	DBS	REVIEW CLIENT DOCUMENTS (.4)	0.40	180.00
09/24/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO LIEBRADER (.1); REVIEW SCHEDULING ORDER (.1); CORRESPONDENCE TO CLIENTS (.1)	0.50	225.00
09/27/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.2)	0.20	90.00
09/28/2020	DBS	CORRESPONDENCE FROM CHO (.1); CORRESPONDENCE FROM LIEBRADER (.2)	0.30	135.00
09/30/2020	DBS	CORRESPONDENCE FROM CHO (.2); CORRESPONDENCE FROM LIEBRADER (.1) For Current Services Rendered	$\frac{0.30}{3.80}$	135.00 1,710.00
		Total Current Work		1,710.00
		Previous Balance		\$1,260.00

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 376 of 454 PageID 6367

ASHER LUCAS

Statement Date: 10/26/2020 Account No. 233.11 Statement No. 2563 RE: TMTE vs BATCHELOR Page No.

> Finance Charge 18.02

> **Balance Due** \$2,988.02

This statement reflects new fees through 09/30/2020 and costs through 10/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 377 of 454 PageID 6368

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2654 Account No. 233.11 Page: 1

RE: TMTE vs BATCHELOR

Fees

DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	Hours 0.20	Amount 90.00
DBS	DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.1); CORRESPONDENCE TO FISHMAN (.1)	0.40	180.00
DBS	CORRESPONDENCE FROM ADRS (.1)	0.10	45.00
DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.2) For Current Services Rendered Total Current Work Previous Balance	<u>0.40</u> 1.10	180.00 495.00 495.00 \$2,988.02
	Finance Charge Balance Due		42.48 \$3,525.50
	DBS DBS	DBS DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.1); CORRESPONDENCE TO FISHMAN (.1) DBS CORRESPONDENCE FROM ADRS (.1) DBS CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.2) For Current Services Rendered Total Current Work Previous Balance Finance Charge	DBS CORRESPONDENCE FROM ADR SERVICES (.2) 0.20 DBS DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.1); CORRESPONDENCE TO FISHMAN (.1) 0.40 DBS CORRESPONDENCE FROM ADRS (.1) 0.10 DBS CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.2) For Current Services Rendered 1.10 Total Current Work Previous Balance Finance Charge

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 378 of 454 PageID 6369

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2654 Account No. 233.11

Page: 1

RE: TMTE vs BATCHELOR

Duplicate

Fees

10/01/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.2)	Hours 0.20	Amount 90.00
10/02/2020	DBS	DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.1); CORRESPONDENCE TO FISHMAN (.1)	0.40	180.00
10/15/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	0.10	45.00
10/16/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.2) For Current Services Rendered Total Current Work Previous Balance	0.40 1.10	180.00 495.00 495.00 \$2,988.02
		Finance Charge		42.48
		Balance Due		\$3,525.50

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 379 of 454 PageID 6370

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020
Statement No. 2744
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Fees

11/16/2020	DBS	CORRESPONDENCE FROM ADRS (.2)	Hours 0.20	Amount 90.00
11/25/2020	DBS	CORRESPONDENCE FROM ADRS (.1) For Current Services Rendered	$\frac{0.10}{0.30}$	45.00 135.00
		Total Current Work		135.00
		Previous Balance		\$3,525.50
		Finance Charge		44.43
		Balance Due		\$3,704.93

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 380 of 454 PageID 6371

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2744 Account No. 233.11

Hours

Page: 1

RE: TMTE vs BATCHELOR

Duplicate

Amount

Fees

11/16/2020	DBS	CORRESPONDENCE FROM ADRS (.2)	0.20	90.00
11/25/2020	DBS	CORRESPONDENCE FROM ADRS (.1) For Current Services Rendered	$\frac{0.10}{0.30}$	45.00 135.00
		Total Current Work		135.00
		Previous Balance		\$3,525.50
		Finance Charge		44.43
		Balance Due		\$3,704.93

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 381 of 454 PageID 6372 $^{\circ}$

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 Statement Date: January 26, 2021
Statement No. 2824
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

<u>Fees</u>

12/11/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	Hours 0.10	Amount 45.00
		For Current Services Rendered	0.10	45.00
		Total Current Work		45.00
		Previous Balance		\$3,704.93
		Finance Charge		65.69
		Balance Due		\$3,815.62

This statement reflects new fees through **12/31/2020** and costs through **01/26/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 382 of 454 PageID 6373

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021
Statement No. 2824
Account No. 233.11
Page: 1

Hours

Amount

RE: TMTE vs BATCHELOR Duplicate

Fees

12/11/2020	DBS	CORRESPONDENCE FROM ADRS (.1)	0.10	45.00
		For Current Services Rendered	0.10	45.00
		Total Current Work		45.00
		Previous Balance		\$3,704.93
		Finance Charge		65.69
		Balance Due		\$3,815.62

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 383 of 454 PageID 6374

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2900 Account No. 233.11

Page: 1

RE: TMTE vs BATCHELOR

Previous Balance \$3,815.62

Finance Charge 50.33

Balance Due \$3,865.95

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 384 of 454 PageID 6375 $^{\rm LAW}$ OFFICES OF

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

RE: TMTE vs BATCHELOR

Statement Date: February 23, 2021 Statement No. 2900 Account No. 233.11 Page: 1

Duplicate

Previous Balance \$3,815.62

Finance Charge 50.33

Balance Due \$3,865.95

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 385 of 454 PageID 6376

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021
Statement No. 3054
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Previous Balance \$3,865.95

Finance Charge 52.13

Balance Due \$3,918.08

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 386 of 454 PageID 6377

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021 Statement No. 3054 Account No. 233.11 Page: 1

RE: TMTE vs BATCHELOR Duplicate

Previous Balance \$3,865.95

Finance Charge 52.13

Balance Due \$3,918.08

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 387 of 454 PageID 6378

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021
Statement No. 3214
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Expenses

04/06/2021	ADR SERVICES, INC.	425.00
	Total Expenses	425.00
	Total Current Work	425.00
	Previous Balance	\$3,918.08
	Finance Charge	64.71
	Balance Due	\$4,407.79

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 LAW OFFICES OF Page 388 of 454 PageID 6379

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

ADR SERVICES, INC.

Statement Date: April 29, 2021 Statement No. 3214 Account No.

233.11 Page: 1

RE: TMTE vs BATCHELOR

04/06/2021

Duplicate

425.00

Expenses

425.00 **Total Expenses Total Current Work** 425.00 **Previous Balance** \$3,918.08 Finance Charge 64.71

> **Balance Due** \$4,407.79

This statement reflects new fees through 03/31/2021 and costs through 04/29/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 389 of 454 PageID 6380 $^{\circ}$ Page 389 of 454 PageID 6380

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021
Statement No. 3294
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Previous Balance \$4,407.79

Finance Charge 56.20

Balance Due \$4,463.99

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 390 of 454 PageID 6381

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: Statement No. Account No. May 27, 2021 3294 233.11 Page: 1

RE: TMTE vs BATCHELOR

Duplicate

Previous Balance

\$4,407.79

Finance Charge

56.20

Balance Due

\$4,463.99

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 391 of 454 PageID 6382

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3380
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Previous Balance \$4,463.99

Finance Charge 64.23

Balance Due \$4,528.22

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 392 of 454 PageID 6383

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3380
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Duplicate

Previous Balance

\$4,463.99

Finance Charge

64.23

Balance Due

\$4,528.22

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 393 of 454 PageID 6384

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 NO. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021
Statement No. 3465
Account No. 233.11
Page: 1

RE: TMTE vs BATCHELOR

Previous Balance \$4,528.22

Finance Charge 58.21

Balance Due \$4,586.43

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 394 of 454 PageID 6385

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: Statement No. Account No. July 27, 2021 3465 233.11 Page: 1

RE: TMTE vs BATCHELOR

Duplicate

Previous Balance

\$4,528.22

Finance Charge

58.21

Balance Due

\$4,586.43

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit K

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 396 of 454 PageID 6387

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2390 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Fees

08/18/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.3); REVIEW DOCUMENTS RECEIVED FROM LIEBRADER (.4); CORRESPONDENCE FROM ADR SERVICES RE INITIAL CONFERENCE (.2); TELEPHONE CONFERENCE WITH CHO (.1); CORRESPONDENCE TO	Hours	Amount
		LIEBRADER (.1)	1.20	540.00
08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.2)	0.20	90.00
08/21/2020	DBS	CORRESPONDENCE FROM ELLERBRACKE (.1); REVIEW COMMENCEMENT LETTER (.2); CORRESPONDENCE TO CLIENTS (.1)	0.40	180.00
08/22/2020	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10	45.00
08/26/2020	DBS	CORRESPONDENCE FROM ADRS RE STRIKE-AND-RANK LETTER (.2) For Current Services Rendered Total Current Work	<u>0.20</u> 2.10	90.00 945.00 945.00
		Balance Due		\$945.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 397 of 454 PageID 6388 $^{\circ}$ Case 3:20-cv-02910-L Document 318 Filed 09/28/21

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2390 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Duplicate

Fees

08/18/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.3); REVIEW DOCUMENTS RECEIVED FROM LIEBRADER (.4); CORRESPONDENCE FROM ADR SERVICES RE INITIAL CONFERENCE (.2); TELEPHONE CONFERENCE WITH CHO (.1); CORRESPONDENCE TO	Hours	Amount
		LIEBRADER (.1)	1.20	540.00
08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.2)	0.20	90.00
08/21/2020	DBS	CORRESPONDENCE FROM ELLERBRACKE (.1); REVIEW COMMENCEMENT LETTER (.2); CORRESPONDENCE TO CLIENTS (.1)	0.40	180.00
08/22/2020	DBS	CORRESPONDENCE TO CLIENTS (.1)	0.10	45.00
08/26/2020	DBS	CORRESPONDENCE FROM ADRS RE STRIKE-AND-RANK LETTER (.2) For Current Services Rendered Total Current Work	<u>0.20</u> 2.10	90.00 945.00 945.00
		Balance Due		\$945.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 398 of 454 PageID 6389

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2566
Account No. 233.12
Page: 1

RE: TMTE vs HENDERSON

<u>Fees</u>

			Hours	Amount
09/02/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW DOCUMENT REQUEST (.1)	0.20	90.00
09/03/2020	DBS	REVIEW CLAIM (.2); REVIEW COMMENCEMENT DOCUMENTS (.2)	0.40	180.00
09/18/2020	DBS	CORRESPONDENCE TO MILLS (.1)	0.10	45.00
09/21/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.2)	0.30	135.00
09/22/2020	DBS	REVIEW ARBITRATOR BIOS (.4); CORRESPONDENCE TO ADR SERVICES (.2); REVIEW FILE (.3)	0.90	405.00
09/24/2020	DBS	CORRESPONDENCE FROM CHO (.1); REVIEW CASE INITIATION LETTER (.2); CORRESPONDENCE TO CLIENTS (.1); REVIEW UPDATED ARBITRATION DEMAND (.1) For Current Services Rendered	$\frac{0.50}{2.40}$	225.00 1,080.00
		Total Current Work Previous Balance		1,080.00 \$945.00
		1 TOVIOGO BAIGITOO		ψυ-τυ.υυ
		Finance Charge		13.51
		Balance Due		\$2,038.51

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 399 of 454 PageID 6390

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2566
Account No. 233.12
Page: 1

RE: TMTE vs HENDERSON Duplicate

Fees

			Hours	Amount
09/02/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW DOCUMENT REQUEST (.1)	0.20	90.00
09/03/2020	DBS	REVIEW CLAIM (.2); REVIEW COMMENCEMENT DOCUMENTS (.2)	0.40	180.00
09/18/2020	DBS	CORRESPONDENCE TO MILLS (.1)	0.10	45.00
09/21/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.2)	0.30	135.00
09/22/2020	DBS	REVIEW ARBITRATOR BIOS (.4); CORRESPONDENCE TO ADR SERVICES (.2); REVIEW FILE (.3)	0.90	405.00
09/24/2020	DBS	CORRESPONDENCE FROM CHO (.1); REVIEW CASE INITIATION LETTER (.2); CORRESPONDENCE TO CLIENTS (.1); REVIEW UPDATED ARBITRATION DEMAND (.1) For Current Services Rendered	$\frac{0.50}{2.40}$	225.00 1,080.00
		Total Current Work		1,080.00
		Previous Balance		\$945.00
		Finance Charge		13.51
		Balance Due		\$2,038.51

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 400 of 454 PageID 6391

ASHER LUCAS

Statement Date: 10/26/2020 Account No. 233.12 Statement No. 2566 RE: TMTE vs HENDERSON Page No.

> This statement reflects new fees through 09/30/2020 and costs through 10/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 401 of 454 PageID 6392 $^{\circ}$ Page 401 of 454 PageID 6392

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2657 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Fees

10/02/2020	DBS	FROM CHO (.2); DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.2); CORRESPONDENCE TO CHO (.1); CORRESPONDENCE TO FISHMAN (.1); CORRESPONDENCE	Hours	Amount
		TO MANGEL (.1)	1.00	450.00
10/21/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.1)	0.30	135.00
		For Current Services Rendered	1.30	585.00
		Total Current Work		585.00
		Previous Balance		\$2,038.51
		Finance Charge		28.96
		Balance Due		\$2,652.47

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 402 of 454 PageID 6393

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2657 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Duplicate

Fees

10/02/2020	DBS	CORRESPONDENCE FROM FISHMAN (.1); CORRESPONDENCE FROM CHO (.2); DRAFT/REVISE NOTICE OF STAY (.2); SERVE SAME (.2); CORRESPONDENCE TO CHO (.1); CORRESPONDENCE TO FISHMAN (.1); CORRESPONDENCE	Hours	Amount
		TO MANGEL (.1)	1.00	450.00
10/21/2020	DBS	CORRESPONDENCE FROM ADRS (.2); CORRESPONDENCE TO ADRS (.1)	0.30	135.00
		For Current Services Rendered	1.30	585.00
		Total Current Work		585.00
		Previous Balance		\$2,038.51
		Finance Charge		28.96
		Balance Due		\$2,652.47

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 403 of 454 PageID 6394

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2747 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,652.47

Finance Charge 33.47

Balance Due \$2,685.94

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 404 of 454 PageID 6395

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2747 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,652.47

Finance Charge

33.47

Balance Due

\$2,685.94

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 405 of 454 PageID 6396

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2827 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,685.94

Finance Charge 47.62

Balance Due \$2,733.56

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 406 of 454 PageID 6397

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2827 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON Duplicate

Previous Balance \$2,685.94

Finance Charge 47.62

\$2,733.56

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 407 of 454 PageID 6398 $^{\circ}$ Case 3:20-cv-02910-L Document 318 Filed 09/28/21

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2903 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,733.56

Finance Charge 36.04

Balance Due \$2,769.60

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 408 of 454 PageID 6399 $^{\rm LAW}$ OFFICES OF

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2903 Account No. 233.12

Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,733.56

Finance Charge

36.04

Balance Due

\$2,769.60

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 409 of 454 PageID 6400

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021 Statement No. 3057 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,769.60

Finance Charge 37.33

Balance Due \$2,806.93

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 410 of 454 PageID 6401

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021 Statement No. 3057 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,769.60

Finance Charge

37.33

Balance Due

\$2,806.93

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 411 of 454 PageID 6402

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021 Statement No. 3217 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,806.93

Finance Charge 46.34

Balance Due \$2,853.27

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 412 of 454 PageID 6403

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021 Statement No. 3217 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,806.93

Finance Charge

46.34

Balance Due

\$2,853.27

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 413 of 454 PageID 6404 PageID 6404

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3297 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,853.27

Finance Charge 36.04

Balance Due \$2,889.31

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 414 of 454 PageID 6405

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. Account No.

233.12 Page: 1

3297

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,853.27

Finance Charge

36.04

Balance Due

\$2,889.31

This statement reflects new fees through 04/30/2021 and costs through 05/27/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 415 of 454 PageID 6406

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021 Statement No. 3383 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,889.31

Finance Charge 41.19

Balance Due \$2,930.50

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 416 of 454 PageID 6407

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021 Statement No. 3383 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,889.31

Finance Charge

41.19

Balance Due

\$2,930.50

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 417 of 454 PageID 6408

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3468 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Previous Balance \$2,930.50

Finance Charge 37.33

Balance Due \$2,967.83

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 418 of 454 PageID 6409

DANIELB. SPITZER

DANIEL B. SPITZER

16311 VENTURA BOULEVARD SUITE 1200 ENCINO, CA 91436-2152

FACSIMILE 818-990-9705 EMAIL dspitzer@spitzeresq.co

TELEPHONE818-990-9700

ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3468 Account No. 233.12 Page: 1

RE: TMTE vs HENDERSON

Duplicate

Previous Balance

\$2,930.50

Finance Charge

37.33

Balance Due

\$2,967.83

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit L

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 420 of 454 PageID 6411

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2391 Account No. 233.13

Page: 1

RE: TMTE vs HERR

<u>Fees</u>

08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1)	Hours 0.10	Amount 45.00
08/21/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.3); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM CLIENT (.1)	0.50	225.00
08/22/2020	DBS	CORRESPONDENCE TO CLIENTS (.1) For Current Services Rendered	$\frac{0.10}{0.70}$	45.00 315.00
		Total Current Work		315.00
		Balance Due		\$315.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 421 of 454 PageID 6412

DANIELB. SPITZER

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Duplicate

TELEPHONE818-990-9700

ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: September 27, 2020 Statement No. 2391 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Fees

08/20/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1)	Hours 0.10	Amount 45.00
08/21/2020	DBS	CORRESPONDENCE FROM ADR SERVICES (.3); CORRESPONDENCE TO CLIENTS (.1); CORRESPONDENCE FROM CLIENT (.1)	0.50	225.00
08/22/2020	DBS	CORRESPONDENCE TO CLIENTS (.1) For Current Services Rendered Total Current Work	$\frac{0.10}{0.70}$	45.00 315.00 315.00
		Balance Due		\$315.00

This statement reflects new fees through **08/31/2020** and costs through **09/27/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 422 of 454 PageID 6413

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2567
Account No. 233.13
Page: 1

RE: TMTE vs HERR

Fees

00/00/000	556		Hours	Amount
09/02/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW DOCUMENT REQUEST (.1)	0.20	90.00
09/03/2020	DBS	REVIEW CLAIM (.3); REVIEW COMMENCEMENT DOCUMENTS (.3)	0.60	270.00
09/08/2020	DBS	DRAFT/REVISE ANSWER (1.4); CORRESPONDENCE TO ADRS (.1); CORRESPONDENCE TO LIEBRADER (.1); CORRESPONDENCE TO CLIENTS (.2); REVIEW FILE (.3); CORRESPONDENCE TO CHO (.1)	2.20	990.00
09/11/2020	DBS	CORRESPONDENCE FROM ADRS (.1); REVIEW STRIKE AND RANK LETTER (.2)	0.30	135.00
09/16/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.2)	0.30	135.00
09/18/2020	DBS	REVIEW CLIENT DOCUMENTS (.3)	0.30	135.00
09/24/2020	DBS	CORRESPONDENCE FROM ADRS RE STRIKE AND RANK LETTER (.2) For Current Services Rendered	<u>0.20</u> 4.10	90.00 1,845.00
		<u>Advances</u>		
09/08/2020		ONLINE RESEARCH Total Advances		$\frac{21.02}{21.02}$
		Total Current Work		1,866.02
		Previous Balance		\$315.00
		Finance Charge		4.50
		Balance Due		\$2,185.52

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 423 of 454 PageID 6414

TMTE, INC.

Statement Date: 10/26/2020 Account No. 233.13 Statement No. 2567 RE: TMTE vs HERR Page No.

> This statement reflects new fees through 09/30/2020 and costs through 10/26/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 424 of 454 PageID 6415

DANIELB. SPITZER

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TELEPHONE818-990-9700

ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: October 26, 2020
Statement No. 2567
Account No. 233.13
Page: 1

RE: TMTE vs HERR Duplicate

Fees

			Hours	Amount
09/02/2020	DBS	CORRESPONDENCE FROM LIEBRADER (.1); REVIEW DOCUMENT REQUEST (.1)	0.20	90.00
09/03/2020	DBS	REVIEW CLAIM (.3); REVIEW COMMENCEMENT DOCUMENTS (.3)	0.60	270.00
09/08/2020	DBS	DRAFT/REVISE ANSWER (1.4); CORRESPONDENCE TO ADRS (.1); CORRESPONDENCE TO LIEBRADER (.1); CORRESPONDENCE TO CLIENTS (.2); REVIEW FILE (.3);		
		CORRESPONDENCE TO CHO (.1)	2.20	990.00
09/11/2020	DBS	CORRESPONDENCE FROM ADRS (.1); REVIEW STRIKE AND RANK LETTER (.2)	0.30	135.00
09/16/2020	DBS	CORRESPONDENCE FROM SAMARA (.1); REVIEW DOCUMENTS RECEIVED (.2)	0.30	135.00
09/18/2020	DBS	REVIEW CLIENT DOCUMENTS (.3)	0.30	135.00
09/24/2020	DBS	CORRESPONDENCE FROM ADRS RE STRIKE AND RANK LETTER (.2)	0.20	90.00
		For Current Services Rendered	4.10	1,845.00
		Advances		
09/08/2020		ONLINE RESEARCH		21.02
		Total Advances		21.02
		Total Current Work		1,866.02
		Previous Balance		\$315.00
		Finance Charge		4.50

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 425 of 454 PageID 6416

ASHER LUCAS

Account No. 233.13 RE: TMTE vs HERR Statement Date: 10/26/2020 Statement No. 2567 Page No. 2

\$2,185.52

This statement reflects new fees through **09/30/2020** and costs through **10/26/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 LAW OFFICES OF Page 426 of 454 PageID 6417

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2658 Account No. 233.13

Page: 1

RE: TMTE vs HERR

Fees

			Hours	Amount
10/02/2020	DBS	CORRESPONDENCE FROM CHO (.1); CORRESPONDENCE FROM MANGEL (.1); CORRESPONDENCE TO MANGEL (.1)	0.30	135.00
		For Current Services Rendered	0.30	135.00
		Total Current Work		135.00
		Previous Balance		\$2,185.52
		Finance Charge		31.19
		Balance Due		\$2,351.71

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 427 of 454 PageID 6418

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: November 24, 2020 Statement No. 2658 Account No. 233.13

Page: 1

RE: TMTE vs HERR

Duplicate

Fees

			Hours	Amount
10/02/2020	DBS	CORRESPONDENCE FROM CHO (.1); CORRESPONDENCE		
		FROM MANGEL (.1); CORRESPONDENCE TO MANGEL (.1)	0.30	135.00
		For Current Services Rendered	0.30	135.00
		Total Current Work		135.00
		Previous Balance		\$2,185.52
		Finance Charge		31.19
		Balance Due		\$2,351.71

This statement reflects new fees through 10/31/2020 and costs through 11/24/2020.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 428 of 454 PageID 6419

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2748 Account No. 233.13

Page: 1

RE: TMTE vs HERR

Previous Balance \$2,351.71

Finance Charge 29.70

Balance Due \$2,381.41

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 429 of 454 PageID 6420

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: December 20, 2020 Statement No. 2748 Account No. 233.13

Page: 1

RE: TMTE vs HERR

Duplicate

Previous Balance

\$2,351.71

Finance Charge

29.70

Balance Due

\$2,381.41

This statement reflects new fees through **11/30/2020** and costs through **12/20/2020**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 430 of 454 PageID 6421

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2828 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,381.41

Finance Charge 42.26

\$2,423.67

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 431 of 454 PageID 6422

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: January 26, 2021 Statement No. 2828 Account No. 233.13 Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,381.41

Finance Charge 42.26

Balance Due \$2,423.67

This statement reflects new fees through 12/31/2020 and costs through 01/26/2021.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 432 of 454 PageID 6423

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2904 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,423.67

Finance Charge 31.98

Balance Due \$2,455.65

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 433 of 454 PageID 6424

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: February 23, 2021 Statement No. 2904 Account No. 233.13

Page: 1

RE: TMTE vs HERR

Duplicate

Previous Balance

\$2,423.67

Finance Charge

31.98

Balance Due

\$2,455.65

This statement reflects new fees through **01/31/2021** and costs through **02/23/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 434 of 454 PageID 6425

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021 Statement No. 3058 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,455.65

Finance Charge 33.12

Balance Due \$2,488.77

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 435 of 454 PageID 6426

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: March 24, 2021
Statement No. 3058
Account No. 233.13
Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,455.65

Finance Charge 33.12

Balance Due \$2,488.77

This statement reflects new fees through **02/28/2021** and costs through **03/24/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 436 of 454 PageID 6427

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210 Statement Date: April 29, 2021 Statement No. 3218 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,488.77

Finance Charge 41.12

Balance Due \$2,529.89

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 437 of 454 PageID 6428

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: April 29, 2021 Statement No. 3218 Account No. 233.13 Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,488.77

Finance Charge 41.12

Balance Due \$2,529.89

This statement reflects new fees through **03/31/2021** and costs through **04/29/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 438 of 454 PageID 6429 $^{\rm LAW}$ OFFICES OF

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3298 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,529.89

Finance Charge 31.98

Balance Due \$2,561.87

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 439 of 454 PageID 6430 $^{\circ}$ Page 439 of 454 PageID 6430

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: May 27, 2021 Statement No. 3298 Account No. 233.13 Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,529.89

Finance Charge 31.98

Balance Due \$2,561.87

This statement reflects new fees through **04/30/2021** and costs through **05/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 440 of 454 PageID 6431

DANIELB. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3384
Account No. 233.13
Page: 1

RE: TMTE vs HERR

Previous Balance \$2,561.87

Finance Charge 36.55

Balance Due \$2,598.42

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 441 of 454 PageID 6432

DANIELB. SPITZER

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ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: June 28, 2021
Statement No. 3384
Account No. 233.13
Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,561.87

Finance Charge 36.55

Balance Due \$2,598.42

This statement reflects new fees through **05/31/2021** and costs through **06/28/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 442 of 454 PageID 6433

DANIELB. SPITZER

DANIEL B. SPITZER

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TMTE, INC. LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3469 Account No. 233.13 Page: 1

RE: TMTE vs HERR

Previous Balance \$2,598.42

Finance Charge 33.12

Balance Due \$2,631.54

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Case 3:20-cv-02910-L Document 318 Filed 09/28/21 Page 443 of 454 PageID 6434

DANIELB. SPITZER

DANIEL B. SPITZER

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TELEPHONE818-990-9700

ASHER LUCAS LUCAS ASHER, PRESIDENT 433 N. CAMDEN DRIVE, SUITE 970 BEVERLY HILLS, CA 90210

Statement Date: July 27, 2021 Statement No. 3469 Account No. 233.13 Page: 1

RE: TMTE vs HERR Duplicate

Previous Balance \$2,598.42

Finance Charge 33.12

Balance Due \$2,631.54

This statement reflects new fees through **06/30/2021** and costs through **07/27/2021**.

All unpaid balances beyond 30 days of invoicing will incur a late charge of 1.5% per month, or an annual rate of 18%, until paid.

Exhibit M

SHIPPING	AND TRANSACTION	AGREEMENT
DANIEL B. SPITZER Customer Name:		
Street Address:		Evening Phone:
City / State / ZIp:		Daytime Phone:
dspitzer@spitzeresq.com		
Email Address: By signing below, I acknowledge that I have read, understand, and hereby agree to the terms set forth on the front and back of this Agreeme Dated: D		
Dated: Custom	mer's Signature: D. Sk	pitzer

PHONECALLS	D.S.	By initializing in the space provided, and by your signature on this agreement, you hereby expressly authorize CM to telephone you at the number(s) provided above, irrespective of whether or not your telephone number appears in the "National Do Not Call Registry." 16 CFR§310.4(b)(1)(iii)(B)(i) and (ii).
훒	Initial Here	National Do Not Call Registry. To CFR9310.4(b)(1)(iii)(b)(i) and (ii).

metals.com / TMTE, Inc. (and its affiliates) (collectively, "metals") and the individual identified above ("Customer") agree that the following terms of this Shipping and Transaction Agreement ("Agreement") shall govern the pending and all future transactions between the parties involving all precious metals, in any form, that is the subject of all transactions between metals and Customer, and shall include, but is not limited to, bullion bars and coins, semi-Numismatic coins and bars, Numismatic coins and bars, "junk silver," and bags (and partial bags) of coins (collectively "Precious Metals.") This Agreement shall apply to all purchases from and sales to metals involving Customer, present and future. metals is not an investment advisor, consultancy, licensed brokerage, or banking institution.

- 1. <u>Delivery of Precious Metals Purchased</u>: Customer must deliver funds sufficient to cover the entirety of Customer's purchase from metals within five (5) business days of Customer's placement of the order ("Purchase Funds"). Purchase Funds may be delivered by check, credit card, or wire transfer. With the limited exception noted in Paragraph 8a, all sales, including credit card sales, are final (i.e., the Precious Metals cannot be exchanged or returned for a refund). Checks may be made out to Metals.com (For wire transfer instructions, please contact your metals sales representative.) metals shall deliver the Precious Metals specified in Customer's order to a suitable delivery service for delivery to Customer no more than twenty-eight (28) days after metals verifies that the Purchase Funds provided are backed by good funds. (Please note that it may take 12 business days to verify personal checks.) If Customer fails to provide the Purchase Funds within five (5) business days of Customer's placement of the order, metals may exercise the rights set forth in Paragraph 4, below.
- 2. <u>Delivery of Precious Metals</u>: metals shall cause all Precious Metals purchased and paid for to be delivered to Customer's address set forth above. metals only uses reputable, nationally recognized delivery services to deliver its Precious Metals. If, however, Customer's order is lost prior to delivery, Customer is instructed to notify metals, in writing, immediately. Notice of any such alleged loss should be sent to: metals.com, Attention: Customer Service, 330 S Center St.

suite 407 Casper, WY 82601. If the delivery service verifies that Customer's Precious Metals were never delivered, metals shall, within forty-five (45) days of such verification, in its sole discretion, either refund to Customer the full purchase price for such undelivered Precious Metals or replace such Precious Metals with other Precious Metals of the same denomination/type and grade. metals assumes no responsibility for Precious Metals lost, damaged, stolen, or otherwise subject to casualty after delivery to Customer. metals assumes no risk of loss for any Precious Metals

purchased from a Customer until such materials are delivered to and accepted by an authorized representative of metals.

3. Purchase Price:

- a. Sales: The purchase price Customer has been quoted and agreed to pay includes metals operating margin on the transaction. Within the Precious Metals industry, the difference between metals cost on the day of the purchase (for the Precious Metals Customer has agreed to buy) and the retail price quoted to Customer is known as the "Spread." Spreads vary significantly - by Precious Metal, by customer, and over time. For Customer to make a profit, Customer must be able to sell the Precious Metals in the future for a price high enough to cover Customer's initial investment, including Spreads. Spreads may be subject to negotiation, and Spreads charged to Customer in a specific transaction may be more or less than the Spread charged to others in similar transactions or charged to Customer in prior or future transactions. At the time this Transaction Agreement was transmitted for Customer's signature, (i) metals Spread on bullion (i.e., coins and bars that generally move in tandem with the spot price for the relevant commodity) is generally between one percent and five percent (1 to 5%), and (ii) metals's Spread on semi-Numismatic and Numismatic coins and bars is generally between seventeen percent and thirty-three percent (17 to 33%). Spreads for semi-Numismatic and Numismatic coins and bars are often in the range of approximately twentynine percent (29%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within those ranges (or even possibly outside those ranges). For example, if a bullion coin or bar was quoted by metals at \$400, and included a ten percent (10%) spread, metals cost for the bullion coin or bar would be \$360. Similarly, if metals quoted a Numismatic coin or bar at \$400, and included a twenty-five percent (25%) spread, metals cost for that coin would be \$300. metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. Customer acknowledges that the spot prices of Precious Metals do not necessarily move in tandem with the Precious Metals the Customer purchases. That means that the spot price and the liquidation value of the Precious Metals purchased by the Customer under this Agreement may perform differently from one another.
- b. IRA Sales: Individual retirement account ("IRA") transactions are more expensive to process and can require metals to assume certain investment risk in connection with the transaction. As such, notwithstanding the general ranges set forth in Paragraph 3a, at the time this Agreement was transmitted for Customer's signature, metals Spread on IRA Precious Metals transactions varies between two percent and thirty-three percent (2% to 33%). These numbers, however, are only general ranges and approximations, which are subject to change for a variety of reasons. The actual Spread on any particular transaction could be any amount within that range (or even possibly outside that range). Moreover, metals Spread range may be different (higher and/or lower), and the Spread metals charges may be higher or lower, at the time of and for any given transaction. For example, a bullion coin or bar that ordinarily would be quoted by metals (outside an IRA) at \$400, with a ten percent (10%) Spread, might be quoted at \$480, with a twenty-five percent (25%) Spread, if the bullion coin or bar is purchased as an IRA investment. In both those examples, however, metals cost for the bullion coin or bar would be \$360. metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an Individual retirement account ("IRA"). Client expressly acknowledges that Client has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Further, please note that holding Precious Metals as an investment in an IRA may result in additional fees charged by third parties, not metals, such as depositary and custodial fees that would be charged directly to the Client by such third parties, metals makes no opinions, statements, or recommendations in regards to how much or what percentage of Client's retirement account should be invested in precious metals.
- c. <u>Re-purchases</u>: metals is prohibited by law from guaranteeing to repurchase Precious Metals that it sells. metals may, at its sole discretion, elect to re-purchase the Precious Metals that metals sells, and metals does not guarantee that it will re-purchase Precious Metals that Customer purchases from metals. In the event Customer seeks to sell its Precious Metals to metals, Customer understands and acknowledges that metals re-purchase offer may be raised or lowered on a daily, even hourly or more basis, depending upon various market conditions, inventory needs, and the price and availability of comparable Precious Metals. metals does not guarantee that any re-purchase offer will equal the price that metals would pay to acquire the same denomination/type and grade of Precious Metal from a wholesaler, or that any offer made will be higher or equal to what someone else might offer for the same Precious

Metals.

- d. <u>Certification</u>: Customers who are selling Precious Metals to metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the sale of such articles, and (ii) any sale to metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value. Customers who are buying Precious Metals from metals declare under penalty of perjury pursuant to 28 U.S.C. §1746 that (i) Customer either deals in such articles or otherwise by Customer's respective occupation or as a result of Customer's avocations as collector, speculator, or investor has and holds him or herself out as having knowledge or skill peculiar to such articles or the practices involved in the purchaser of such articles, and (ii) any purchase from metals of coins, hallmark bars, registered ingots, and other items as Numismatic objects is for their Numismatic value.
- e. <u>Quotes on Customer's Holdings</u>: Customers may request a quote on their holdings at any time. When requesting a quote, please specify whether you are looking to purchase additional Precious Metals or sell your existing holdings as metals bid (buy from customer) and ask (sell to customer) quotes will vary. metals bases such quotes on a variety of factors, which are not necessarily tied or related to the prices quoted by, or factors considered by, its competitors.
- f. Classification as Bullion, semi-Numismatic, or Numismatic: Whether a Precious Metal is classified as Bullion, semi-Numismatic, or Numismatic may turn on a number of objective and subjective factors, including the age of the Precious Metal, its condition, the number of known copies, the likelihood of additional minting, the originating country, relevant historical events or owners (e.g., shipwreck; royalty), relevance to the formation of various Precious Metal collections, and an investor's personal attraction to the piece. metals classification of Precious Metals is only an opinion and may change over time (e.g., if additional quantities of the Precious Metal are discovered). In addition, given the subjective nature of the classification process, other dealers or investors may classify the same coin differently, metals prices and spreads are based on its classification determination.
- g. Customer Assumes Investment Risk; Investment Decisions. Customer acknowledges that purchases and sales of Precious Metals involve considerable risk. Market prices are at times volatile and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stock-piles, speculative activity and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices. Customer acknowledges and agrees that Customer assumes the risk of all investment decisions regarding any and all Precious Metals the Customer purchases from metals and metals makes no guarantee or representation regarding Customer's ability to profit (or avoid loss) from any purchase or any representation regarding any tax implications of any purchase and the decision to purchase or sell Precious Metals. Any purchases from metals are made subject to Customer's own prudence, judgment and ultimate decision. Customer expressly acknowledges and agrees to hold metals harmless for any damages arising out of the performance by metals of this Agreement. Customer understands that past performance cannot be an indicative of future results.
- 4. Remedy for Customer's Failure to Perform: If Customer refuses to accept delivery of the Precious Metals ordered or fails to make payment when due, metals, in its sole discretion, may cancel the transaction and resell such Precious Metals on a wholesale basis. If the proceeds from such resale are less than the contract price with Customer, metals shall be entitled to recover from Customer the difference between the resale price and Customer's contract price, plus any incidental damages occasioned by Customer's breach. If the proceeds from such resale are more than the contract price with Customer, metals shall be entitled to keep the excess amount to cover metals incidental damages.
- 5. Investment Objectives; Holding Period; Investment Risk; No Advice; Commissioned Sales Representatives:
- a. metals is a seller and purchaser of Precious Metals. While metals is always prepared to compare and contrast the different Precious Metals that are available for purchase or that metals is willing to purchase, Customer acknowledges and agrees that (i) no fiduciary relationship exists between metals and Customer, (ii) the decision to purchase or sell Precious Metals, and which Precious Metals to purchase or sell, are the Customer's decision alone, and (iii) purchases or sales are made subject to Customer's own prudence and judgment.

- b. In metals opinion, Precious Metals should be considered a long-term investment. Customer should be prepared to hold any Precious Metals purchased whether from metals or elsewhere for at least a three to five year period, and preferably five to ten years, to maximize the potential for gains. In metals opinion, Customer should only invest capital that can be held for at least this period of time. However, Precious Metals, like all investments, carry capital risk. Precious Metals may appreciate, depreciate, or stay the same depending on a variety of factors. metals cannot guarantee, and makes no representation, that the Precious Metals will appreciate at all or appreciate sufficiently to make Customer a profit at the expiration of this or any other period of time.
- c. In metals opinion, Customer should not invest more than twenty percent (20%) of Customer's available investment funds in Precious Metals. Moreover, Precious Metals do not yield income and thus are not an appropriate investment vehicle for investors seeking current or future income.
- d. The success of an investment in Precious Metals is dependent, in part, upon extrinsic economic forces including but not limited to supply, demand, international monetary conditions, and inflation or the expectation of inflation. The impact of these forces on the values of Precious Metals in general or any particular Precious Metal cannot be predicted. Customer acknowledges that the Precious Metals market can be volatile and that Precious Metal prices may rise or fall over time. Customer further acknowledges that past performance is no guarantee of future performance.
- e. metals does not provide tax, investment, or legal advice or advisory services, and no one associated with metals is authorized to provide any such advice or services. Any written or oral statements by metals, its officers, agents, sales representatives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact. Customer agrees, acknowledges, and represents that Customer has not, at any time, sought or been provided with tax, investment, or legal advice or advisory services, of any kind or nature from metals or any of its, affiliates, assigns, successors, agents, employees, contractors or other representatives.
- f. metals sales representatives are commissioned salespersons i.e., their salary is based, at least in part, on the amount and profit margin of the Precious Metals they sell. In addition, from time to time, metals sales representatives may receive other compensation tied to sales activity e.g., sales contests; bonuses tied to the sale of certain denominations/types or grades of Precious Metals. metals sales representatives are not licensed brokers and their knowledge of Precious Metals and the Precious Metals marketplace varies markedly.
- g. metals makes no representations regarding the tax consequences of holding Precious Metals as an investment in an IRA. Customer expressly acknowledges that Customer has been advised to seek independent tax advice, from a qualified professional, regarding the tax consequences of such an investment. Any written or oral statements by metals, its officers, agents, account executives, or other representatives relating to future events or the attributes of certain Precious Metals are opinions only. Such statements, if any, are not representations of fact.
- h. Customer understands, agrees, and acknowledges that metals records telephone calls with potential customers and/or including Customer, to avoid and/or prevent fraud, for purposes of verifying Customer's assent to the terms and conditions of the purchase from metals, for quality control and/or other reasons. Customer consents to all such recordings of Customer by metals to the extent consent is required under any state or federal laws or statutes.

6. Grades:

a. metals is not a grading service. metals purchases Precious Metals for re-sale to its customers. metals is not a grading service. metals does not independently assess the Precious Metals it purchases for re-sale, but relies upon the opinions and assessments of independent grading services such as Professional Coin Grading Service, Inc., Numismatic Guaranty Corporation of America, and ANACAS, or others. Grading is a subjective process and it is not uncommon for grading services, or individual examiners within the same grading service, to reach different conclusions regarding the appropriate grade for a particular Precious Metal. Moreover, grading standards are constantly evolving. metals does not guarantee that the Precious Metals it sells will achieve the same grades in the future. In selling graded Precious Metals, metals warrants that the Precious Metal is genuine (i.e., not a counterfeit) and states that the grade is as opined by the grading service when graded by that service, if graded.

- b. <u>Grading is subjective</u>. Grading is a subjective determination. While numerical grading may give the impression of precision, the numbers in fact represent a nuanced opinion that even experts cannot consistently and systematically agree upon. The grade reflects the opinion of the cataloger (or grader) as to the state of preservation, method of strike, and overall appearance of a particular Precious Metal or lot.
- c. <u>Terminology</u>. The term "proof" or "specimen" is used to describe a method of manufacture. Those terms do not connote a grade, condition or attribution.
- d. <u>Cleaning/Toning</u>. metals does not represent that a Precious Metal has or has not been cleaned, that any toning is natural or artificial, that a Precious Metal has a particular provenance or pedigree, that a Precious Metal is struck or not struck, that a Precious Metal is produced or not produced in a particular manner or style, and/or that a different grading service (or even a different grader within the same grading service) would assign the same grade now or in the future to the same Precious Metal.
- e. <u>Acknowledgment</u>. Where metals sells a Precious Metal that is encapsulated by a grading service and bears the grade or condition ascribed to it by the grading service, Customer acknowledges and agrees that other grading services or knowledgeable purchasers might reach a different conclusion as to the item's grade. Customer further acknowledges that metals has provided the grader's description for the customer's information and makes no warranty as to its accuracy or the standards used to determine that grade.
- 7. Representation/Warranty; Sales Representatives Not Authorized To Make Other Representations or Warranties: metals represents and warrants that, upon the delivery of Purchase Funds (as provided for in Paragraph 1), and subject to the other terms and restrictions set forth in this Transaction Agreement, metals will cause to be delivered to Customer the denomination/type and grade of Precious Metals specified in Customer's order, as classified and/or graded by one of the following independent grading services: Professional Coin Grading Service, Inc. (PCGS), Numismatic Guaranty Corporation of America (NGC), ANACAS, or any other independent grading service of similar standing. The only representation and warranty that Customer may rely upon in purchasing Precious Metals from or selling Precious Metals to metals is the representation set forth in this Paragraph 7. Neither metals, nor any of its officers, agents, employees, sales representatives, or other representatives are authorized to make any other representations or warranties concerning any Precious Metals that metals is selling or purchasing under this Transaction Agreement.

8. Exchange/Refund Policy:

- a. Replacement of Semi-Numismatic or Numismatic Coins Where Grade Disputed: Customer agrees to inspect each delivery carefully upon receipt. If, for any reason whatsoever, Customer is dissatisfied with the quality of a semi-Numismatic or Numismatic coin or bar (specific kinds of Precious Metals) purchased from metals, Customer should immediately notify metals. If Customer notifies metals of its dissatisfaction within fifteen (15) days of delivery of the semi-Numismatic or Numismatic coin or bar and the original holder in which the semi-Numismatic or Numismatic coin or bar in question was delivered has not been opened, removed, or tampered with in any respect, metals shall replace the semi-Numismatic or Numismatic coin or bar in question with another semi-Numismatic or Numismatic coin or bar (as appropriate) of the same denomination/type and grade. metals, in its sole discretion, may permit Customer to upgrade to a higher value semi-Numismatic or Numismatic coin or bar (either in denomination/type or grade) as part of this replacement process, provided Customer pays the difference between the contract price of the semi-Numismatic or Numismatic coin or bar previously purchased and metals current sale price for the higher value semi-Numismatic or Numismatic coin(s) or bar(s) to be substituted. If metals determines, in its sole discretion, that another semi-Numismatic or Numismatic coin or bar of the same denomination/type and grade is not reasonably, commercially available, metals may elect, at its sole option, to replace the semi-Numismatic or Numismatic coin or bar purchased with a reasonably comparable semi-Numismatic or Numismatic coin or bar, even though of a different denomination/type and grade.
- b. <u>Cancellation Period</u>; <u>Certain States' Rights</u>. With the exceptions noted in Paragraph 8a and the Addendum attached hereto (certain state residents only), metals offers Customers a seven (7) day right to request cancellation of their purchase with metals for semi-Numismatic or Numismatic coin or bar purchases. Because Precious Metals, including all other purchases other than semi-Numismatic or Numismatic coin or bars, are subject to price fluctuations

outside of metals control, the metals is unable to rescind, cancel, refund, or exchange Customer's order or this Agreement for all purchases other than semi-Numismatic or Numismatic coin or bars, other than as noted herein, in Paragraph 8a above, and as set forth in the attached Addendum.

- 9. <u>Disclaimer of Express and Implied Warranties</u>: EXCEPT AS SET FORTH IN PARAGRAPH 7, THE PRECIOUS METALS SOLD BY METALS PURSUANT TO THIS TRANSACTION AGREEMENT ARE SOLD ON AN "AS IS" BASIS AND METALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.
- 10. No Liability for Consequential Damages; Limitation of Liability: IN NO EVENT SHALL METALS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR ARISING FROM OR RELATED TO ANY TRANSACTION COVERED BY THIS TRANSACTION AGREE- MENT, EVEN IF METALS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, METALS LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CLAIMS SHALL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRECIOUS METALS IN DISPUTE.
- 11. <u>Application to Future Transactions</u>: This Transaction Agreement shall control all transactions between metals and Customer unless and until such time as it is amended by metals. Customer agrees that metals may amend this Transaction Agreement at any time and from time to time, that metals may give notice to Customer of any amendment by mailing a copy of the amended Transaction Agreement to the address set forth above (or any updated address provided by Customer in the interim), and that following such mailing, the amended Transaction Agreement shall govern succeeding transactions and any interaction with metals.
- 12. <u>Force Majeure</u>: Neither metals nor Customer shall be liable for any failure or delay in its or their performance under this Transaction Agreement due to any cause beyond its or their respective reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet including, but not limited to, any disruption, failure and/or error in or of metals internal computer systems, or any disruption, failure and/or error in or of any third-party Internet service providers as metals may use from time to time.
- 13. Arbitration of Disputes; Waiver of Jury Trial: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRANSACTION AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN METALS AND CUSTOMER, SHALL BE BROUGHT AND BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY ADR SERVICES, INC. CUSTOMER AND METALS WAIVE THEIR RIGHTS, IF ANY, TO BRING ANY CLAIM THAT IS SUBJECT TO THIS ARBITRATION PROVISION AS A CLASS ACTION, "MASS" ACTION, OR OTHERWISE ON A REPRESENTATIVE BASIS. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL INJUNCTIVE REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.
- 14. <u>Choice of Law</u>: The substantive law of California shall govern all claims brought by or against metals in connection with this Transaction Agreement or otherwise arising out of any interaction between metals and Customer, without any regard for conflict of law principles.
- 15. <u>Limitation on Time to Bring Any Claim</u>: Except where the law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise applicable longer statute of limitations, any claim or legal action of any kind arising in connection with or relating in any way Customer's purchases from metals, metals, or in any way relating to metals or this Agreement, must be brought within one year after the purchase or sale or other event giving rise to the claim or legal action. If this clause is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

- 16. <u>Jurisdiction</u>: Jurisdiction and venue for any dispute, claim or controversy arising out of or in any way relating to this Transaction Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between metals and Customer, shall be in Los Angeles, California, and any party making a claim against metals in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes. By entering into this Agreement, Customer agrees to be subject to the personal jurisdiction of the State of California, agreeing and acknowledging that entering into this Agreement shall constitute sufficient minimum contacts with the State of California to confer both general and specific personal jurisdiction.
- 17. <u>Finality; Integration Clause</u>: This Agreement is intended by metals and Customer as a final expression of their agreement concerning the matters set forth herein, and is also intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes any oral or written statements made prior to, contemporaneous with, or in the future regarding this Agreement or the transactions covered hereunder. Customer shall not rely upon any statement made by or on behalf of metals that is inconsistent with this Transaction Agreement.
- 18. <u>Severability</u>: If any provision of this Transaction Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

ADDENDUM OF STATE-SPECIFIC PROVISIONS

Alaska. metals provides all customers the right to receive a full refund for the return of undamaged and unused metals or coins, provided the customer gives metals timely notice of the return within seven (7) calendar days after the date the customer receives the merchandise. Timely notice is given if the return request is made in person within the seven (7) days or if the return or request is mailed, properly addressed and postmarked, postage prepaid, within the seven (7) days. Receipt of metals or coins is deemed to occur at the earliest of: (a) the date the customer receives actual possession of the metals or coins; or (b) the date the customer receives written confirmation that the metals or coins have been deposited on the customer's behalf in an independent depository. metals, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

Connecticut, Nebraska, Maryland, Louisiana, Kansas. metals provides all **first time customers** the right to a refund for the return of undamaged and unused metal or coins, provided that TMTE, Inc. receive written notice of cancellation within seven (7) calendar days after the date you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

Hawaii, Mississippi, West Virginia, Arizona, Colorado, Montana, Oklahoma, Utah, Texas (credit card purchases only), Oregon, Nevada. metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

Indiana, Pennsylvania, Vermont, Wyoming, South Dakota. metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within ten (10) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

Michigan, Virginia, Arkansas. metals provides all customers the right to a full refund provided that Metals.com receive written notice of cancellation (see notice provided with your trade confirmation) within three (3) business days after the date that you sign this Agreement. metals shall, upon written notice of cancellation, issue a full refund within ten (10) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.

North Dakota. metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within fifteen (15) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later.

Maine. metals provides all **first time customers** the right to a refund, provided that Metals.com receive written notice of cancellation within seven (7) calendar days after the date your trade confirmation is mailed to you (based upon the postmark) or delivered to a third-party carrier such as FedEx. (Prior purchasers have the right to receive a full refund provided that metals receive written notice of the cancellation **within three (3) business days** after the date your trade confirmation is mailed or delivered, as above.) metals shall, upon written notice of cancellation, issue a full refund within fifteen (15) calendar days from the date you send us the notice of cancellation (notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.) If you decide to cancel, **return all items shipped to you (if any) in substantially as good condition as when received to the address that appears on the form, ATTN: Operations Dept.**

West Virginia. metals provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that metals receive written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. For purposes of this subsection, it will be presumed that goods were received seven days after they were mailed unless it can be clearly demonstrated that the goods were not received or received at a later date. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals, whichever is later. metals will provide a cash refund for a cash purchase or issuing a credit for a credit purchase, which credit is applied to the account to which the purchase was debited in connection with the return of its unused and undamaged merchandise or canceled services.

Wisconsin. metals provides all customers the right to a full refund provided that metals receive written notice of cancellation (see notice provided with your trade confirmation) within three (3) business days after the date that you sign the Addendum to this Trade Confirmation. metals shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by metals

whichever is later. (Notice of cancellation, if given by mail, is given when it is deposited in a mailbox properly addressed and postage prepaid.)

Signature Certificate

Document Ref.: TNWCU-BANLG-4FUAO-ZR3TT

Document signed by:



D. Spitzer

23.242.213.91

Verified E-mail: dspitzer@spitzeresq.com

D. Spitzer



Document completed by all parties on: 07 May 2019 21:36:22 UTC Page 1 of 1



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